

**RIGHT OF WAY ACQUISITION
PROCEDURE MANUAL
FOR
LOCAL PUBLIC AGENCIES**



October 11, 2007

Prepared by: Indiana Department of Transportation

INDIANA DEPARTMENT OF TRANSPORTATION
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Approved 
Gilbert Viets, Chief of Staff

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ACRONYMS

| | |
|--|--|
| APA | Appraisal Problem Analysis |
| CFR | Code of Federal Regulations |
| DS&S | Decent, Safe and Sanitary |
| FHWA | Federal Highway Administration |
| IAC | Indiana Administrative Code |
| IC | Indiana Code |
| IDM | Indiana Design Manual |
| IDEM | Indiana Department of Environmental Management |
| INDOT | Indiana Department of Transportation |
| LID | Land, Improvements, and Damages |
| LPA | Local Public Agency |
| NEPA | National Environmental Policy Act |
| PIL | Payment in Lieu |
| PL | Public Law |
| RHP | Replacement Housing Payment |
| R/W | Right of way |
| LPA Official = Must be an authorized LPA agent | |

District Contact Information:

Director, Real Estate & Right-of-Way

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PO Box 667
Crawfordsville, IN 47933
765.362.3700

Fort Wayne District
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Fort Wayne, IN 46808
260.484.9541

Greenfield District
32 South Broadway
Greenfield, IN 46140
317.462.7751

LaPorte District
PO Box 429
LaPorte, IN 46352
219.362.6125

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185 Agrico Lane
Seymour, IN 47274
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Vincennes District
3650 South US Hwy 41
Vincennes, IN 47591
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I. Background and Authorities

When federal-aid is used for any part of a local project, Federal Highway Administration (FHWA) requires that the Indiana Department of Transportation (INDOT) review real property acquisition and relocation assistance activities conducted by local public agencies (LPA) to ensure compliance with all applicable federal laws, policies and procedures. Additionally, INDOT reviews for LPA compliance with state law.

INDOT has created this manual as basic instruction for the overall Land Acquisition and Relocation Process. INDOT's Office of Real Estate has available additional manuals that provide more detailed technical assistance for each particular discipline (appraising, relocation, buying and r/w engineering) which can be found at www.in.gov/dot/div/pubs/manuals/rightofway/.

INDOT intends that this manual be a tool that LPA officials and their practitioners use in order to meet FHWA requirements for the local federal aid project.

****A LPA'S NONCOMPLIANCE WITH APPLICABLE LAWS, POLICIES AND PROCEDURES MAY RESULT IN FHWA DETERMINING THAT ALL OR PART OF THE PROJECT IS NOT ELIGIBLE FOR FEDERAL-AID.**

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II. Federal Funds

A. Programming

Each INDOT District Office will program the use of federal funds for local federal aid projects in that district. The LPA may use the federal funds programmed for right of way for a variety of r/w activities. However, FHWA and INDOT must authorize the r/w activities prior to the LPA's commencement of these r/w activities.

B. Authorization of Federal Funds

1. When the LPA determines specifically how the allocated federal funds are to be used for r/w activities, the LPA must submit a letter to the Local Program Assistance Engineer/Coordinator in the INDOT Contracting Division requesting FHWA participation in the total estimated cost as follows: (Exhibit 4)
Land, Improvements and Damages
Relocation Costs
Property Management Costs
Service by Local Forces
Incidental R/W Cost
2. If INDOT requires additional information, the INDOT Local Program Assistance Engineer/Coordinator will contact the LPA. If no additional information or modifications are necessary, INDOT will submit the authorization request to FHWA.
3. Upon electronic receipt of authorization from FHWA, the INDOT Local Program Assistance Engineer/Coordinator will give notice of the authorization to the LPA. The LPA must follow any limiting conditions FHWA has stated in the authorization.
4. The INDOT Local Program Assistance Engineer/Coordinator will schedule a scoping meeting with the LPA at the INDOT District Office. INDOT will communicate requirements and/or expectations for the LPA federal aid project to the LPA and the LPA's consultant.

NOTE: ANY COSTS INCURRED PRIOR TO AUTHORIZATION FROM THE FHWA WILL BE INELIGIBLE FOR REIMBURSEMENT OF FEDERAL FUNDS

C. Modification of Funds

When the LPA or its consultant determines that the estimates of right of way costs are inadequate to cover actual costs, the LPA must submit a request for additional funds to INDOT Local Program Assistance. INDOT cannot guarantee FHWA's authorization of additional funds. The LPA's request must include:

- A parcel listing with the approved amount of just compensation for each parcel
- The LPA may include an amount above the total appraised amount of the parcel acquisitions to cover administrative settlements and/or condemnation costs.
- Documentation for actual costs that are in excess of the original estimates, (relocation, property management, etc.)
- INDOT will process the request for additional funds and notify the LPA if FHWA authorizes the additional funds and when those funds will be available.

III. Initiation of Right of Way Activities

(See Exhibit 1 for an overview of the sequence of right of way activities.)

A. Environmental Approval

- 1.) **The LPA may not begin right of way acquisition activities before a written notice of Approval of the Final Environmental Document.** In some instances, the LPA may begin preliminary right of way engineering work prior to the receipt of design approval. However, the LPA should exercise caution to avoid time consuming work that the LPA may have to revise later.
- 2.) **While the LPA may begin preliminary appraisal work, the LPA or the LPA's appraiser may not contact any owners prior to the public hearing.**
- 3.) **Furthermore, the LPA may not negotiate with property owners prior to INDOT's, and if required, FHWA's Approval of the Environmental Document with the exception of advanced acquisitions (see Section III. D).**

B. Assurance Letter

- 1.) In compliance with 49 CFR Part 24.4, before a federal agency may approve any grant, contract, or agreement with an acquiring agency, that agency must provide written assurance that it will comply with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended, as well as all other current Indiana and federal regulations.
- 2.) INDOT will send the LPA notice of Design approval. Once the LPA receives the Design approval, the LPA must execute the Assurance Letter (See Exhibit 3) on LPA letterhead, and submit the letter to INDOT.

C. Schedule

- 1.) It is important that the LPA schedule adequate time to complete right of way activities in order to meet the target date for construction.

For Example: INDOT recommends that if the LPA is utilizing local funds for acquisition, that the LPA allocate a minimum of 6 to 12 months to complete acquisition activities for a small project with ten parcels and to provide to INDOT certification that r/w is clear for contract letting. You must also allow time for completion of title work and pre-engineering activities. Further, if there are relocations of individuals or businesses, or if consultant contracts are to be processed for **Federal participation you will need to allocate additional time (3-6 months).**

- 2.) Condemnation will also affect the Project's schedule. Condemnation proceedings typically require 6 to 12 months to complete, **but may take longer.** Condemned parcels become cleared for construction only after the court appointed appraiser's award is deposited with the clerk of the court, appropriate court documentation has been provided, and all relocation procedures have been completed.

D. Hardship Acquisition & Protective Buying

Existence of unusual circumstances may require that the LPA acquire a property prior to completion of environmental studies and INDOT design approval. If the LPA wants to utilize federal fund to

acquire the r/w under these circumstances, FHWA must pre-approve any hardship and/or protective buying acquisitions. FHWA will not approve any hardship or protective buying acquisitions until the following has occurred:

- **The appropriate environmental study for a parcel that is eligible for acquisition as a hardship or for protective buying must be completed (NOTE: advanced acquisitions may not influence final project design).**
- Public notice has been given of the preferred alignment.
- Public hearing requirements have been met.

FHWA approval for advanced acquisition is not required if the r/w is being purchased with local funds. However, Federal Regulations (23 and 49 CFR) must be followed in the acquisition of these parcels.

1.) Hardship Acquisition

The LPA must send the hardship acquisition request to INDOT. The request must include an estimate of the acquisition cost along with supporting documentation including;

- Reasons why the project causes a condition for the owner that is different from, or disproportionate to the inconveniences suffered by the majority of others in the project area.
- Statement that reasonable alternatives are not open to the property owner that would accomplish relief of the situation without acquiring the property at this time.

2.) Protective Buying

The LPA must submit documentation to INDOT to clearly establish that advance acquisition is in the public interest to preserve a preferred or essential location for the anticipated project. Requests for protective buying must include the estimated cost of the acquisition, as well as factors that may be considered which may include:

- Costly development or alteration to the property is imminent,
- A zoning change is taking place that will add costs to the parcel acquisition,
- Reconstruction of improvements damaged by human or natural disaster is imminent.

The FHWA will approve or deny the request for advanced acquisition based upon the documentation submitted. INDOT will send a written notice of the FHWA decision to the LPA.

If the advanced acquisition of a parcel is approved by FHWA but the parcel is not needed for the project, the LPA will be responsible for the total cost of the acquisition. Further, if an LPA pursues an advanced acquisition, they must be prepared to pursue the property through condemnation if negotiations fail.

IV. LPA/Consultant Agreements

- A. The INDOT Local Program Assistance has standard agreements available for all, or any part, of the following:
1. Right of Way Engineering
 - Title Work
 2. Right of Way Services
 - R/W Management and Supervision
 - APA
 - Appraising
 - Review Appraising
 - Buying
 - Relocation Assistance
 - Property Management
 3. Legal Services
 4. Supplemental Agreements for additional work not covered in original

It is during this process the LPA must identify where they plan on using federal funds for right of way acquisition activities. **If the LPA and INDOT have not executed an agreement indicating the LPA intends to utilize federal funds for r/w, the LPA must use local funds.**

INDOT will not modify the agreement to allow Federal funds to be used after r/w activities have begun.

B. Scope of Work Meeting

If the LPA uses federal funds for right of way engineering or right of way services, a scope of work meeting must be scheduled. The LPA will request to schedule the meeting with the appropriate INDOT District Office and/or INDOT Local Program Assistance.

- Representative(s) of the LPA, the consultant and INDOT personnel will attend.
- The scope of work for the project will be established, processing procedures discussed and information exchanged regarding the project.

C. Processing

- The LPA shall submit to INDOT District Local Program Assistance Engineer proposed unexecuted agreements, along with staffing justification in duplicate.
- After all necessary reviews have been completed, INDOT District Local Program Assistance Engineer will return the Agreements to the LPA with instructions for modification or execution of agreements as applicable.

- Upon receipt of the properly executed Agreement from the LPA, INDOT District Local Program Assistance Engineer will request the authorization for federal funds from FHWA.
- Upon receipt of the authorization from FHWA, INDOT District Local Program Assistance Engineer will issue a Notice of Authorization for the consultant services to the LPA. The Notice of Authorization will indicate the total authorization amount and the percentage of Federal reimbursement.
- The LPA must submit agreements for legal services along with a letter from the LPA stating why it is necessary to hire special counsel.
 - FHWA will not participate in legal costs if the LPA's attorney is obligated to perform the r/w acquisition services as part of his/her normal duties. (*See section V*).
 - Legal fees must be based on an hourly rate or unit price per legal document, and not on a percentage basis.

V. Qualifications of R/W Personnel

The INDOT Office of Real Estate maintains a list of qualified personnel for appraising, appraisal review, buying, and relocation assistance based upon information submitted by the person desiring to be approved. A copy of each discipline's list is available upon request. However, knowledgeable or qualified LPA staff (meeting the below mentioned requirements) may be utilized for some r/w disciplines. Below are the required qualifications for the individuals who can provide the various services

A. Appraisers

- Must be an Indiana licensed Real Estate Appraiser.(May not appraise beyond any limitations on the license)
- Must have successfully completed some form of technical appraisal training or have experience in appraising the type of property to be appraised. The appraiser must submit to the Appraisal Section an application with sample work to establish the appraiser's level of expertise.
- Must have experience in r/w acquisition appraising or demonstrate the ability to fulfill the requirements of such appraising.

B. Review Appraising

- Must have all of the above qualifications plus extensive experience in appraising for eminent domain acquisitions.
- Must have the ability to logically analyze the appraiser's approach to value and recognize deficiencies in the appraisal report.
- Must have some experience in condemnation proceedings.

C. Buyers

- Must possess a current Indiana Real Estate Brokers License, Indiana Attorney license, or be a full time employee of the LPA.
- Must be familiar with the requirements for r/w acquisitions as stated in the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended.
- Must demonstrate the ability to understand appraisals and appraisal reviews.
- Must know how to research courthouse records, understand title search information, and clear title defects.
- Must demonstrate the ability to interpret r/w plans.
- Must possess effective communication skills.
- Must pass the INDOT Buying Exam (*State of Indiana Attorneys in good standing Exempt*)

D. Relocation Agents

- Must have documented experience in performing relocation assistance to comply with the 49 CFR Part 24.
- In addition to the Relocation Section of this manual (Section XI), a current INDOT Relocation Program Manual must be obtained. All instructions and relocation entitlements therein must be closely adhered to.
- Must pass the INDOT Relocation Exam

VI. Right of Way Engineering

Right of Way Engineering Includes:

- Title Search
- Legal Description
- Individual Parcel Plats
- Transfer Documents
- Final R/W Plans
- Staking R/W

The LPA must perform or cause a consultant to perform the work according to the current INDOT R/W Engineering Manual and all other applicable regulations or laws. INDOT recommends that all the work be performed as described here:

A. Title/Title Search

Adequacy of Title – The title and/or guarantees being obtained must be adequate to ensure the protection of the transportation investment.

1. All Parcels Except Temporary R/W:

- a. A documented preliminary title search is required covering an interval of time including one valid transfer of fee title beyond a twenty year period from the date of the search

-OR-

- b. A guarantee of title issued in an amount commensurate with the value of the interest being acquired.

-OR-

- c. An abstract prepared by a professional abstractor may be used along with an examination of title by an attorney prior to the acquisition of the parcel.

Each title search shall be verified as described in the INDOT Buyers Manual at the time of R/W acquisition.

2. Temporary R/W Parcels:

- a. A documented minimal title search by a title company.
- b. A verified last deed of record search by an LPA employee or consultant.

Recognize the risks associated with relying on a last deed of record to ensure adequate title. Other interests (easements, liens, etc.) not transferred on the last deed may prohibit the LPA from going forward with the project.

B. Metes and Bounds, Legal Descriptions, Transfer Documents and Land Plats

All acquisitions must be completed in accordance to the INDOT R/W Engineering Manual and all applicable State of Indiana Codes (IC and IAC).

- **The legal descriptions/plats shall be prepared and certified by an Indiana registered land surveyor.**

The interpretation as to the specific requirements of these laws and regulations will be at the discretion of the LPA and their consultants.

- **Each plat shall be prepared as outlined in the INDOT R/W Engineering Manual.**
- **Each conveyance instrument shall be prepared as outlined in the INDOT R/W Engineering Manual.**

C. Final Right of Way Plans

Final r/w plans/documents must be prepared according to the current INDOT R/W Engineering Manual

D. R/W Stake-Out

Provide right of way stake-outs locating new r/w line. The stake-out shall be made using wooden hubs located at changes in bearing and other points necessary to indicate the location of the right of way takings (both permanent and temporary).

E. Detection of Contaminated Soil or Hazardous Waste

The early detection of contaminated soil or hazardous wastes in the right of way to be acquired has become a major issue with regard to project cost and potential liability that may be incurred. The possibility of soil contamination or the presence of hazardous waste should be addressed by visual inspection during preliminary field checks, as well as during right of way staking, etc. Prior use of the property may also indicate the possibility of hazardous waste or soil contamination on the land to be acquired.

Every effort should be made to avoid locating projects on contaminated sites.

If the r/w taking cannot be feasibly avoided, then it may be necessary to conduct an environmental site assessment, including but not limited to soil boring by a qualified consultant. The extent of the site assessment will depend on the probable contaminant. It may be necessary to supplement the preliminary engineering agreement and/or r/w consultant agreement due to these studies.

In the event that there are underground storage tanks to be removed from the r/w, FHWA requires that prior testing be completed to determine if there is leakage present. This test must be done prior to the appraisal being completed. Should a parcel be acquired and contamination subsequently be discovered, it is possible that former owners who have a compensable interest may be held responsible for clean-up costs.

If contamination is detected, then follow the current appraisal procedures outlined in the INDOT Appraisal Manual.

VII. Appraisal Problem Analysis (APA)

The Appraisal Problem Analysis (APA) report (Exhibit 5), is a parcel-by-parcel examination of the project site to determine the extent of each taking and the appraisal approach to be utilized by the appraiser. In addition, the LPA and appraiser establish appraisal fees using the APA report.

A. Procedures

1. The APA report is prepared as soon as the r/w limits are established for a project. APAs must be completed for all projects.
2. The qualified review appraiser assigned to the project performs the APA which must be signed by an LPA official as approval.
3. One copy of the APA report with proposed fees must be submitted to the appropriate INDOT District Real Estate Manager. Participating projects will be reviewed for approval.

B. Appraiser's Responsibilities

The review appraiser determines the potential appraisal problem for each parcel on the project in the following manner:

1. Determines the scope of work
2. Examines the r/w plans and determines the extent of the takings.
3. Performs an on-site inspection of each parcel requiring r/w acquisition.
4. Determines whether a waiver valuation or an appraisal is needed for each parcel according to FHWA regulations (see Section VIII) as well as the appraisal approach which will be necessary to establish just compensation.
5. Completes the APA report (Exhibit 5)
6. Completes a summary sheet setting out:
 - Parcel number
 - Owner's name
 - Size of property
 - Amount of r/w to be acquired
 - Types of r/w to be acquired
 - Recommended appraisal form

VIII. Establishing Market Value

A. General Procedures

Before the initiation of negotiations, the market value of parcels to be acquired must be determined by someone who is knowledgeable of property values in the area or a qualified appraiser. The method of establishing just compensation is regulated by FHWA, and must be accomplished in compliance with current federal and state regulations and policies. More technical information is contained in the INDOT Appraisal Manual.

An LPA official must approve each determination of just compensation in writing before an offer is made to the property owner (Exhibit 11).

- The Waiver Valuation or appraisal must be current. If more than six months have passed from the date of valuation, the value must be updated to determine if a change in value has occurred.
- Each page of the appraisal report should be numbered in sequence at the bottom of the report.
- Additional pages of a form or added sheets of plain paper may be used to expand or clarify a point.
- Photographs of good quality are required in the original documents, while photocopies are acceptable in copies.
- A copy of the land plat should be included in all appraisals (except *temporary* interests)
- All reports must be typewritten or written in ink.
- Waiver Valuations do not require photographs or a review by an appraiser. However, an LPA official must approve the just compensation amount prior to an offer being made to the property owner.

Exhibits 6 through 10 are the appraisal forms preferred by INDOT.

1. Waiver Valuation

If the LPA or APA report determines that an acquisition is “uncomplicated” in nature and that the value is less than \$10,000, a Waiver Valuation may be used in lieu of a full appraisal. In this context, the term “uncomplicated” means that the current use and/or zoning is consistent with the highest and best use, there is only a minor cost-to-cure and the property is not contaminated. An informed judgment must be made regarding the amount of compensation and be supported with data, such as: comparable sales, rationale for unit value, etc. Preparation of this report may be made by anyone that the LPA feels is knowledgeable of property values in the area. The Waiver Valuation is not to be considered an appraisal and therefore does not need to be performed by an appraiser. If, however, the property goes to condemnation, it is highly recommended that an appraisal be performed.

- a. The Waiver Valuation form (Exhibit 6) must be used for this purpose only, and be signed and dated by the person making the estimate.

- b. The same person may, at the discretion of the LPA, prepare the Waiver Valuation and also present the offer to the property owner(s). However, there must be an intervening written approval by a designated LPA official who did not prepare the Waiver Valuation.
- c. In addition to the Waiver Valuation form the parcel documentation must include:
 - Statement of Just Compensation (Exhibit 11)
 - Uniform Offer Letter (Exhibit 14)
- d. Optional Procedure

After the Waiver Valuation is completed, the LPA may administratively raise the amount of each offer to the following:

- Permanent R/W with Temporary R/W and/or Access Rights - \$250.00
- Permanent R/W Only or Temporary R/W and Access Rights - \$200.00
- Temporary R/W Only or Access Rights Only - \$150.00

These values are subject to periodic change. Please consult with INDOT.

Example: If the total due to an owner, as indicated by the Waiver Valuation for permanent r/w was \$67.00, the offer should be raised to \$200.

To ensure equity among all property owners, if the LPA opts to administratively settle using the minimal award method on any property within a project then the minimal award method must be used on all applicable parcels within the project.

***Failure to do so may be a violation of Title VI of the Civil Right Act of 1964.**

2. Value Finding Appraisal

- a. The Value Finding Appraisal is to be used on simple acquisitions that do not involve major building improvements or severance damages and which have a fair market value of \$20,000 or less.
- b. The estimated before and after values of the property is an observed value but the value of the acquisition must be supported by reference to specific sales data.
- c. Forms LPA-1 and ALA-VF-4 are to be used for this report (Exhibit 7).

3. Short Form Appraisal

- a. The Short Form Appraisal may be used for either partial or total acquisitions provided there are no obsolescence or severance damages associated with the take.
- b. A detailed value estimate for the whole property is not required in order to establish the value of the total acquisition, even though the value of the remainder must be established.

- c. The total estimate of compensation may include damages to the remainder, but are limited to minor replacement or re-establishment items measurable by cost-to-cure.
- d. Highest and Best Use remains the same in the after condition.
- e. Forms LPA-1, ALA-SF-5, ALA-CF-6 and ALA-SF-7 are to be used for the Short Form Appraisal Report. Forms ALA-CF-9, ALA-CF-13 and ALA-CF-17 may also be necessary (Exhibit 8).

4. Long Form Appraisal

- a. If the appraisal assignment cannot be accomplished with the Waiver Valuation, Value Finding or Short Form Appraisal, a Long Form Appraisal will be necessary.
- b. The Long Form Appraisal provides a before and after appraisal.
- c. The Long Form Appraisal is to be used when the highest and best use will change in the after condition, when there are severance or obsolescence damages, major cost-to-cure items, or when additional (other than market) approaches to value are required.
- d. Good quality and fully identified photographs are to be included in the appraisal report.
- e. Comparable sales must be attached to the report.
- f. Forms LPA-1, ALA-LF-8, ALA-CF-9, ALA-LF-10, ALA-LF-11, ALA-CF-6, ALA-LF-12, ALA-CF-13, ALA-LF-14, ALA-LF-15, ALA-LF-16 and ALA-LF-17 are to be used for the Long Form Appraisal (Exhibit 9).

The LPA-1 Form is required and identical for each of the value determination methods described above. The attachments are state forms that are also used by the INDOT Office of Real Estate.

B. Additional Procedures

1. Temporary Right of way

- Temporary r/w for drive construction should be estimated by a “present worth” rental value based on a three year period.
- Temporary r/w for building removal shall be paid at a “present worth” rental value for the appropriate time period.
- If land improvements or structures are located within the temporary r/w, but are outside the construction limits, the appraiser must ascertain that a notation is placed on the construction plans indicating that the item(s) is (are) not to be disturbed during construction. If disturbance of the improvement cannot be avoided, then the owner must be compensated for the land improvement as part of the acquisition.

2. Advertising Signs and Billboards

- When signs are to be purchased they should be described, photographed and assigned value in the appraisal process whether owned by the property owner or lessee.
- If the sign in question is to be moved rather than purchased, a cost-to-cure for relocation is the compensation. The cost to move the sign must be supported with a cost estimate from a reputable sign company and must not exceed the sign's value. Relocated signs must comply with applicable zoning, size and spacing laws and regulations.
- Procedures for creating Sign Parcels are covered in the R/W Engineering Manual.

3. Specialty Reports

- Occasionally a need will arise for a separate valuation of machinery, equipment or other specialty items that are not usually appraised as real estate. A qualified specialty appraiser should be employed by the LPA to perform the needed appraisal. The fee paid to the parcel appraiser may include the fees associated with obtaining a Specialty Report.
- The review appraiser and/or the appraiser must carefully consider the Specialty Report and incorporate the item(s) to be acquired as realty into the just compensation for the parcel.

4. Contaminated Soil/Hazardous Waste

- All properties must be inspected with the possibility in mind that they may be contaminated by toxic/hazardous waste. Such contaminants may be as common as petroleum products, battery waste, building material containing asbestos, some paints and their residues and various other materials. Conditions that may indicate that there is soil contamination:
 - Soil that is oozing anything but water and is absent of live vegetation
 - Soil which is sunken in appearance
 - Junk pile or other obvious disposal area.
- Cleanup costs for contaminated soil may be excessive. Therefore every effort must be made to identify the possible contamination and to ascertain that the responsibility for the cost of cleanup is placed with the property owner.
- A Environmental Disclosure Document must be filled out by the property owner (Exhibit 13)
- The Indiana Department of Environmental Management (IDEM) has specific guidelines the LPA must follow in regards to remediation of contaminants.

5. Excess Land

- The property owner must be compensated for all the property acquired. It is the responsibility of the appraiser to allocate a value for excess land. The proper procedure is to value the excess land as if it were a separate residue tract using comparable sales data.

- A non-economic remnant is not the same as excess land. A non-economic remnant will be identified by the appraiser and valued at the highest and best use rate.
- FHWA requires that an offer is made for uneconomic remnants, so will therefore participate in these costs, provided the owner wishes to sell that remnant.

6. Second Appraisals

The LPA may determine that a second appraisal and review is required due to the complexity of the appraisal problem, change in the highest and best use, major damages to the residue, or high value. If federal funds are used in the appraisal and review appraisal, approval for the fees associated with the second appraisal must be approved by INDOT prior to performing those tasks.

IX. Appraisal Review

A. Procedures

1. A qualified review appraiser shall examine each appraisal for accuracy and for compliance with federal regulations and common appraisal practices.
2. The review appraiser's final determination of value is the just compensation to be presented to the LPA or its designee for approval.
3. If federal funds are used for any project related costs, the reviewed and LPA approved appraisal must be submitted to the appropriate INDOT District Office for review prior to making an offer to the property owner. The LPA or its consultant will be notified whether the appraisals are acceptable.

B. Reviewer's Responsibilities

1. Preparation of the Appraisal Problem Analysis as described in Section VII.
2. Review of each appraisal for accuracy and form, proper appraisal techniques, study of comparables used, and the reasoning used by the appraiser in estimating the fair market value.
3. Recommend, accept, or not accept an appraisal. Request additional data, or modifications of the fair market value estimated by the appraiser.
4. Indication of area and value of excess land or uneconomic remnant on the Appraisal Review Form (Exhibit 10).
5. Preparation of a Statement of the Basis of Just Compensation (Exhibit 11) for each parcel.
 - The buyer will give the original to the property owner.
 - One copy must be attached to the appraisal
 - **An LPA Official must sign the Statement of the Basis of Just Compensation**
6. Appearance in court as an Expert Witness for condemnation proceedings on those parcels reviewed.
7. Circumstances may warrant re-reviews of appraisals when information is disclosed. The re-review process is used when deficiencies in the original appraisal are discovered, when an update of the appraisal is conducted due to time lapse or significant change in market condition, or when a property owner's appraisal is submitted for consideration.

X. Buying

A. Function

1. The buyer shall promptly present a written offer (Exhibit 14) to each property owner for the amount established as just compensation.
 - a. Offers may be presented in person or by certified or registered mail. However, parcels where relocations are involved must be made in person.
 - b. The property owner has 30 days to accept or reject the offer.
 - c. **The LPA must not use any coercive action to induce acceptance of the offer.**
 - d. The property owner's signature on the accepted offer must be notarized.
2. A written Statement of the Basis for Just Compensation (Exhibit 11) and a copy of the appraisal (green copy) must accompany the offer to the property owner.
3. A copy of FHWA publication "Acquisition: Acquiring Real Property for Federal and Federal-Aid Programs and Projects" must be presented and fully explained to the owner. This publication is available online at www.fhwa.dot.gov/realestate/publicat.htm.
4. The buyer must document all contacts with the owner in a Buyer's Report. These reports will become part of the parcel file and are subject to review by INDOT and/or FHWA. (Exhibit 23)
5. The INDOT Buyers Manual is available online at www.in.gov/dot/div/pubs/manuals/rightofway/. The manual contains additional instruction for more complicated purchases.

B. Donations

- If a property owner wishes to donate the property, he/she must first be fully informed in writing of their right to receive just compensation based on an appraisal. This is best accomplished by giving the property owner a copy of FHWA publication "Acquisition: Acquiring Real Property for Federal and Federal-Aid Programs and Projects," available online at www.fhwa.dot.gov/realestate/publicat.htm.
- A written statement signed by the owner, that states that the owner waives his/her right to an appraisal and the receipt of Just Compensation is required (Exhibit 12).
- **The LPA must not establish Quid Pro Quo in negotiating donations, as it is considered a coercive tactic.**
- The property owner may waive all or part of the just compensation amount.
- **The property owner will receive a copy of the appraisal (on green paper).**

C. Administrative Settlements

Occasionally there is a need to enter into an administrative settlement to acquire a parcel. A written administrative settlement memo must be prepared and approved by the LPA official, based on justification of the below items. The INDOT Office of Real Estate will provide guidance in determining an appropriate amount acceptable for federal participation.

1. To determine approval of a settlement, the following must be taken into consideration:
 - All information regarding value, including any professional appraisal submitted by the property owner.
 - Buyer's Reports and written notes.
 - Recent jury awards for similar properties within the same county.
 - The range of probable testimony as to fair market value should condemnation be filed.
 - Estimated trial costs.
 - The opinion of legal counsel.
2. Certain costs are ineligible for reimbursement by federal funds.
 - Loss of business or goodwill
 - Circuity of travel
 - Diversion of traffic
 - Other damages not generally compensable in eminent domain proceedings
 - Property owner's legal fees

D. Mortgage Releases

1. Partial Release of Mortgages

The mortgage holder must complete and sign a mortgage release form (Exhibit 16). The mortgage release must be recorded. There may be a charge for this service by the lending institution. This cost may be submitted for reimbursement if federal funds are used for r/w acquisition.

2. Waiver of Mortgage Release

Mortgages are to be released unless complications merit waiving. Then, partial takings valued at less than \$20,000 can be waived based on a Buyer's Report explaining the complications. Takings

valued over \$20,000 require a memorandum of waiver, signed by the buyer and the local official(s). (Exhibit 17)

Factors which will justify waiving mortgages would include a pending highway construction contract letting date, an unreasonable mortgage release fee of over \$300, or a lengthy release process taking six months or more. If these factors exist, taking the mortgage condition must be evaluated to estimate the risk of foreclosure. The buyer should compare the payoff balance versus the appraised after-value, noting whether the loan payment status is current.

Mortgage release waivers are not to be used as a shortcut to secure a parcel or meet project target date. They are an assessed risk that the LPA must occasionally take in order to maintain a construction schedule. The LPA should document the assessed risks in any mortgage waiver.

E. Leasehold Releases

A lessee's interests will be conveyed or released, either by signing a Warranty Deed along with the fee owner, or a Quit Claim Deed. In specific cases the Leasehold Release may be waived. (See Buyers Manual)

In the majority of cases, the lessee has no apparent compensable interest. If this appears to be the case, one offer is made to both parties (lessor/lessee). Both parties must accept and sign the offer. Should either party refuse to accept the offer, condemnation proceedings may need to occur.

In some cases, the lessee may have a compensable interest in the form of machinery, trade fixtures, advertising signs, or other appurtenances. In these instances, a separate offer must be made to the lessee for those items. It is not possible that either party may accept the offer while the other may not. In that case, condemnation proceedings may need to be initiated against either the lessor or lessee as the situation requires.

F. Condemnations

1. When all efforts to acquire a parcel have failed, it may be necessary to file a condemnation suit. The buyer must submit all available information to the attorney who will be handling the condemnation proceedings.
2. The condemned parcel is clear for construction as soon as the court appointed appraisers' award is deposited with the court. If relocation is involved, refer to Section XI. Further, if there are cost-to-cure items on the parcel, a 30-Day Notice should be issued (Exhibit 21)
3. If Federal funds are used in the r/w phase, acquisition costs for parcels settled through jury trial may be reimbursed by FHWA. Submit a copy of the Court Order to the appropriate INDOT District Office.

G. Retention of Improvements

The buyer must offer the owner the option of retaining any improvements located within the r/w.

The retention value of the improvements should be available at the initiation of negotiations or within a reasonable period of time after the owner indicates a desire to retain the improvement(s). This value will be deducted from the fair market value due to the owner.

1. The buyer may value minor improvements, such as fixtures, kitchen cabinets, furnaces, hot water heaters, shrubs, sod, barbeque pits, water pumps, built-in air conditioners, windows, doors, etc. These items may be retained without retention of major improvements.
2. Major improvements, such as buildings, tanks, barns, garages, machinery and equipment, have been appraised as part of the real estate. The review appraiser will establish the retention value for major improvements by comparing the sales price of similar improvements sold at public auction. The review appraiser must provide the State and Local Contracts Unit with any available pertinent data to establish retention value.
3. Improvements that are retained must be removed from the r/w by the owner at his or her expense within 30-days after the owner receives payment. The owner must post a performance bond to ensure timely r/w clearance. The LPA will set the bond amount to cover demolition cost should the owner fail to remove the structure. For advice on the required bond amount, contact the appropriate INDOT District Office.

H. Uneconomic Remnants/Excess Land

1. If the acquisition of only a portion of a property would leave the owner with an uneconomic remnant, the LPA must offer to acquire the remnant along with the portion of the property needed for the project
2. The property owner may elect to retain the uneconomic remnant.
3. The LPA must condemn the uneconomic remnant if the property owner does not want to retain the remnant and does not agree with the offer.
4. The costs associated with the acquisition of excess land (land not considered an uneconomic remnant and not otherwise needed for the project) are not eligible for federal reimbursement.

XI. Relocation

Federal Regulation (49 CFR Part 24) and State law mandate specific entitlements for persons who must relocate due to the public acquisition of R/W. This section provides an overview of these entitlements. For comprehensive guidance, consult the INDOT Relocation Manual. (See INDOT Website)

Failure to observe the entitlement requirements could result in the loss of Federal funds to the project.

A. Procedures

1. The relocation agent should receive the Daily Notice (Exhibit 15) from the buyer.
2. When any person, family, business, farm operation or non-profit organization is displaced, relocation assistance must be made available by the acquiring agency. INDOT policy is that LPAs must perform their own relocation work, either by staff or consultants, with technical advice from INDOT. A list of consultants is available upon requests.
3. The person performing the relocation services must be pre-approved by INDOT. A list of pre-approved agents is available from INDOT.
4. The relocation agent must obtain and follow the INDOT Relocation Manual to assure compliance with all current Federal regulations.
5. FHWA publication “Relocation: Your Rights and Benefits as a Displaced Person Under the Federal Relocation Assistance Program” must be given to each relocatee. This publication is available online at www.fhwa.dot.gov/realestate/publicat.htm.
6. No person lawfully occupying real property, whether owner or tenant, shall be required to move without at least 90 days written notice. After the LPA has legal possession of the property, the occupant must be given a 30-day notice to vacate. (Exhibit 20). The 30 day notice must not expire before the 90 day notice expires.

B. Relocation Plan

During the environmental stage of project development, a relocation survey may be conducted to determine the impact that the displacement of individuals or businesses may have on the community. If the survey indicates that a potential problem exists regarding the availability of adequate and affordable replacement housing or replacement business sites, a more detailed relocation plan may be required at the right of way acquisition stage.

INDOT will consult with the LPA and FHWA to determine the need for a Relocation Plan on a project basis. If it is determined that the relocation plan is required, a personal survey must be conducted by a pre-qualified relocation agent and must address the following:

1. Determine the number of households to be displaced, including information such as owner/tenant status, estimated value and rental rates of properties to be acquired, family characteristics, and special considerations of the impacts to minority, elderly, low income, large families and/or handicapped persons.

2. Determine the number of comparable replacement dwellings in the area that are expected to be available to fulfill the needs of those households displaced, including price ranges and rental rates.
3. Determine the number, type, and size of the businesses, farms and non-profit organizations to be displaced and the appropriate number of employees that may be affected.
4. Identify any special relocation advisory services that may be necessary.

If determined necessary, the relocation plan must be submitted to the appropriate INDOT District Office prior to offers being made to acquire these parcels.

C. Residential Relocations

1. 90 Day Tenant who opts to purchase a new dwelling.

Down-payment assistance: to be eligible the displacee must qualify as a 90 day tenant, as defined above.

Entitlements include:

- Moving Cost: commercial or actual self-move.

2. Occupant of less than 90 days before initiation of negotiations.

Occupant must be legally living at the residence in order to qualify for any entitlements.

Entitlements include:

- Possible minimum income payment; provided the comparable housing exceeds 30% of the average household income.
- Moving Cost: commercial or actual self-move.

3. Occupancy after the parcel is acquired

Occupant must be legally living at the residence.

The occupant is eligible for advisory services only.

D. Appeals

1. The relocation agent must inform each displacee of the right to appeal the determination of relocation entitlements (within 60 days).
2. Any aggrieved person may file a written appeal with the LPA in any case in which the person believes that the LPA has failed to provide adequate relocation assistance, or if the displacee feels that the relocation entitlements have not been properly determined. The LPA shall consider a written appeal, regardless of form.

3. The LPA official conducting the review of the appeal shall be either the head of the LPA or his or her authorized designee. However, the official shall not have been directly involved in the action appeal.
4. The LPA shall permit the displacee to inspect and copy all materials pertinent to the appeal, except materials that may be classified as confidential by the LPA. Likewise, the LPA shall consider all pertinent justification and other relevant information submitted by the displacee to ensure a fair and just review of the appeal.
5. Promptly after giving due consideration to all available information, the LPA shall send written notification of the determination to the person filing the appeal, along with an explanation of the basis on which the decision was made. A copy of the notification must be sent to the appropriate INDOT District Office for review concerning FHWA reimbursement.

ANY RELOCATION ENTITLEMENT THAT IS NOT CONSIDERED ELIGIBLE FOR FHWA REIMBURSEMENT WILL BE THE SOLE RESPONSIBILITY OF THE LPA

The LPA may confer with INDOT to ascertain what the FHWA reimbursement will be prior to making this decision.

6. If the determination of entitlements is not acceptable, the displacee is entitled to a formal judicial review at his or her own expense. The LPA attorney, or an attorney hired by the LPA will represent the LPA. FHWA will only participate in the legal fees of the LPA if there has been prior authorization of a legal agreement for this purpose.

E. Required Forms and Records

The INDOT Relocation Manual includes forms that are to be used by ALL AGENTS performing relocation assistance. However, a slight modification of each form will be required to delete the references to INDOT. The Daily Notice Form for local projects may be found in (Exhibit 15)

The LPA must maintain a complete file of all relocation documentation for at least three years after the final relocation voucher has been paid.

ALL RELOCATION DOCUMENTS AND FILES WILL BE SUBMITTED TO INDOT FOR REVIEW BEFORE CERTIFICATION IS ISSUED.

XII. Property Management

A. Function

The primary function of all property management actions is the orderly and timely removal of structures in the right of way. An important corollary objective is the recapture of an optimum amount of the expenses associated with the right of way acquisition.

Procedures for the management and disposal of land improvements acquired for any project using federal funds in the right of way, must comply with FHWA and INDOT regulations.

This manual merely provides an overview of procedures to be followed. For additional property management information, contact the appropriate INDOT District Office and/or

www.in.gov/dot/div/pubs/manuals/rightofway/05.PropertyManagementManual12-05.pdf

- Property management services may be performed by LPA personnel or by a consultant under agreement with the LPA.
- Prior authorization for estimated property management costs must be requested from INDOT Local Program Assistance if federal reimbursement is desired. Typical costs include advertising, security for structures, auctioneer's fees, rodent control, etc.
- The LPA or consultant must maintain the following records:
 - An itemized list of all properties being managed
 - An itemized list of properties to be sold by public sale
 - An itemized list of all improvements to be demolished and the date of demolition
 - An accounting of all costs related to the property management process
 - An accounting of all income from the rental or sale of improvements

B. Management of Vacated Properties

Property management services include implementation of any necessary safety measures during the interim period between vacation and disposal of the structure, such as:

1. Securing Structures

Posting "NO TRESPASSING" signs, boarding up doors and windows, fencing all excavations, winterizing, etc.

2. Trash Removal and Weed Control

Compliance with local governing laws or ordinances for the cutting of weeds and removal of debris from vacated properties is the responsibility of the property manager. Related expenses are eligible for federal participation. (See Section II. B, Authorization of Funds)

3. Rodent Control

- a. Acquired properties may require rodent control, depending on the location, condition of the structures and period of time the property is vacant. In such cases, the LPA must:
 - Determine and document the need for extermination services through periodic field inspections
 - Coordinate with other interested agencies, such as State, County and City health departments
 - Complete extermination measures prior to demolition or removal of structures if the situation warrants. Most rural projects will not require these services unless there are a substantial number of buildings, garbage dumps, landfills, etc.
- b. The LPA may contract for the extermination services following the agreement procedures in Section IV. Authorization from FHWA and notice of authorization from INDOT Local Program Assistance must be received before the services are performed, -OR-
- c. Rodent Control may be provided for in the Consultant – LPA Agreement for R/W Services with the consultant sub-contracting for the services using procedures approved by the LPA.
- d. Rodent Control may be accomplished with LPA personnel and reimbursement by FHWA if this work has been authorized. (see Section II)

C. Leaseback of Improvements

When acquired property is not needed immediately for construction of the project, the land and/or improvements may be leased back to the owner or other party on a short-term basis or for a specified period of time, subject to termination by either party on a 30 day written notice. The amount of rent shall not exceed the fair market value rent of the property, for a short-term, month-to-month basis.

- Tenants occupying acquired property will continue to pay rent in the amount they were paying at the time the LPA acquired the property, if the amount is considered to be fair market rent by the LPA official in charge.
- If the property owner continues to reside in one unit of a multiple unit structure, the fair market rent shall be comparable to the amount paid by other occupants of the subject dwelling.
- The rent received by the LPA must be credited to FHWA on the same percentage basis as authorized by FHWA in the acquisition. All expenses in connection with the leaseback may be deducted from the rent received, e.g. management fees, repairs, etc.

Prior to entering into any rental/lease agreement, the LPA must ensure that such an agreement does not delay the project in any way. Any costs due to delay are ineligible for federal reimbursement.

D. Disposal of Improvements

Any one or combination of the following methods may be used to dispose of the land improvements:

1. Retention of Improvements by the Owner

- a. The Buyer must deduct the retention values from the appraised amount for the property. (See Section X)
- b. At the time of payment, the LPA must issue a 30 day notice to remove the improvement from the premises.
- c. The owner must post a performance bond to insure that the property will be cleared by a specified date. The amount of the bond must cover the estimated cost of demolition in the event the owner fails to remove the structure by the specified date.

2. Disposal of Improvements by Public Sale

- a. Approximately six weeks before the scheduled public sale, the LPA or its consultant must send a list to appropriate INDOT District Office, indicating the parcel numbers, owners' names, property addresses and the structures to be sold.
- b. The LPA will coordinate salvage values by comparing the sales price of similar items sold on the open market, the value of the item as if new with depreciation for age and the cost of reinstallation, or specific conditions peculiar to the property.
- c. The public sale must be advertised per the applicable Indiana Law governing disposal of publicly owned property. (See I.C. 36-1-11-12 through I.C. 36-1-11-13) Ample public notice must be given for the auction or sale by sealed bids for specific items.
- d. The LPA or its consultant must use a qualified auctioneer to conduct a public sale.
- e. The purchaser must be given at least 60 days after the sale to remove the structures.
- f. A credit must be issued to FHWA for the sales price of any structures sold at auction. A reasonable amount may be deducted to cover actual related expenses, e.g. advertising, auctioneer's fees, etc.

C. Disposal of Improvements by Demolition

The demolition must include the satisfactory removal and disposal of all buildings and appurtenances on each parcel, as well as removal of basement walls. Demolition contractors must fill the basements, swimming pools, well and any other cavities according to engineering specifications set out in each contract (As per the Indiana Design Manual).

If federal funds are used for demolition, the LPA should contact INDOT Local Program Assistance. When structures remain to be demolished, the certification letter should include:

Project Number and Description

- Parcel number, Owner's Name and Address
- Description of the structures to be demolished
- How the demolition will be accomplished (by separate demolition contract, demolition as part of the prime construction contract, or demolition by local forces)

XIII. RIGHT OF WAY CERTIFICATION

A. Procedures

Approximately six months (allowing time for review and revisions if necessary) before the scheduled construction contract letting, the LPA must certify to the appropriate INDOT District Office that the right of way is clear for construction. The LPA must use the formats provided in (Exhibit 19) for this purpose.

All necessary right-of- way engineering, acquisition, and relocation documents must be submitted prior to the time of certification. (Exhibit 2) is a checklist for required acquisition documentation to be presented for review to the appropriate INDOT District Office.

Construction letting will not occur until the INDOT District Office has in turn certified to the FHWA that the right of way is clear and all necessary relocations are complete.

XIV. CLAIM VOUCHERS

When federal funds are used in the right of way phase, reimbursement for the federal share of authorized right of way costs must be claimed by the LPA on State Form 40340 (R 7/6-02).

A. General Instructions

1. One Claim Voucher with an original signature, along with copies of supporting documentation is to be submitted to the appropriate INDOT District Office.
2. Claim vouchers for all right of way costs are to be numbered consecutively for the entire project. Example: Claim vouchers for a project with authorized costs for right of way engineering by a consultant, right of way services by a consultant, land, improvements and damages, and relocation costs will all be numbered in one sequence (#1 through the final claim). This requirement is to accommodate the INDOT computer system.
3. The title of the person signing the voucher must be indicated.

B. Supporting Documentation

1. Consultant's invoice for services
2. Copy of LPA's check or other documentation to confirm that the claim has been paid.
3. Prior to or along with the submittal of a claim voucher, the following items must be submitted to the appropriate INDOT District Office:
 - Copy of the approved appraisal for each parcel
 - Documentation and request for approval by INDOT of any payment in excess of the approved appraisal amount. See Section X. C. and X.
 - Copies of all necessary relocation forms and approval of the elements by INDOT.
 - Any additional documentation that may be unique to the particular project.

To avoid delay in the processing of claim voucher reimbursement, the prior submittal of these items is advisable.

C. Condemnations

FHWA reimbursement for condemned parcels is limited to the amount of approved fair market value (the appraised amount). The balance of the court award will be reimbursed after the legal settlement is complete. The LPA will be reimbursed for the full court award upon submittal of the court report, unless the court award includes ineligible costs (see Section X. F.).

The LPA will be fully responsible for any costs that are not eligible for reimbursement by FHWA.

XV. FINAL AUDITS

All projects with federal funds in the right of way phase must be audited by INDOT before the final claim is paid. The costs are audited by the appropriate INDOT District Office.

A. Request for Final Audit

The LPA must send a request for final audit of right of way costs to the appropriate INDOT District Office with:

- A statement that the right of way portion of the project is completed and ready for audit.
- The final claim voucher with documentation for the claimed amount.
- Verification of the gross dollar amount and reimbursement claimed to date.

B. Audits by INDOT Contract Audit Section

The INDOT Contract Audit Section performs audits of contracts over \$100,000 whenever federal funds are authorized for the following:

- Consultant agreements on cost plus fixed fee basis.
- Expert witness costs.
- Legal Services Agreement on an hourly basis.
- Services by local forces, based on LPA time records

C. Audits by the INDOT District Office

The INDOT District Office performs audits whenever federal funds are authorized for the following:

- Consultant Agreements on a lump-sum or unit-price basis.
- Cost of Land, Improvements and Damages.
- Relocation Costs

D. Audit Resolution and Final Payment

1. The INDOT District Office will send a copy of the Audit Report to the LPA. Every effort will be made to resolve any questions that arose during the audit.
1. When all parties concur with the audit findings, the LPA will submit a revised final claim voucher (if necessary).
2. The right of way portion of the project will be closed out when the final claim voucher is paid.

3. The LPA must retain all records for:

a. 3 years after the final project billing for possible FHWA audit;

-OR-

b. The approved retention schedule as prescribed by the Local Public Records Commission, whichever period is longer.

Exhibit 1
Project Development Checklist
Procedure Checklist Prior to Right of Way Acquisition

- ☐ Notice of Design Approval from INDOT District of Consultant Services (Not applicable to Transportation Enhancement Projects). Also, include Land, Improvement, & Damages Auth. For Federal Funds. (Exhibit 4)
- ☐ Determine activities in which to utilize federal funds and submit a letter to INDOT District of Consultant Services requesting FHWA funds with the estimated costs. (See Section II)

Allocation & authorization of federal funds prior to proceeding with right of way activities are necessary to receive reimbursement.

Procedure Checklist for Right of Way Acquisition

- ☐ Make appointment & attend Scope of Work Meeting (Right of Way Engineering) with INDOT District of Consultant Services and/or appropriate INDOT District Office of Real Estate.
- ☐ LPA Assurance Letter Sent to the appropriate INDOT District Office of Real Estate. (Exhibit 3)
- ☐ Participating projects-Prepare unexecuted right of way engineering agreement & submit to INDOT District of Consultant Services.
- ☐ Participating projects-Notice to Proceed with Right of Way Engineering received from INDOT District Office of Real Estate.
- ☐ Prepare Appraisal Problem Analysis for each parcel.
- ☐ Participating projects-Submit Appraisal Problem Analysis to appropriate INDOT District Office of Real Estate for review.
- ☐ Make appointment & attend Scope of Work Meeting (Acquisition Services) with INDOT Consultant Services and/or appropriate INDOT District Office of Real Estate.
- ☐ Participating projects-Prepare unexecuted right of way services agreements & submit to INDOT District of Consultant Services
- ☐ Participating projects-Notice to Proceed with right of way services received from appropriate INDOT District Office of Real Estate.
- ☐ Participating projects-Submit appraisals with reviews to the appropriate INDOT District Office of Real Estate for desk review.
- ☐ Buying & Relocation documents submitted to the appropriate INDOT District Office of Real Estate.
- ☐ Certification Letter to appropriate INDOT District Office of Real Estate.
- ☐ Request Final Audit of Right of Way Costs by appropriate INDOT District of Consultant Service.
- ☐ Final Audit Resolved & Final Right of Way Claim requested.

Claim vouchers for participating projects should be submitted on a regular basis (Not more than once a month).

All requests regarding match money are directed to and coordinated by INDOT Local Program Assistance.

Exhibit 2

SUBMISSION OF RIGHT OF WAY DOCUMENTATION TO INDOT DISTRICT OFFICE

Copies of the following right of way documents for all parcels must be submitted three months before the scheduled letting date.

- ☐ **Cover Letter**
Stating the total number of parcels in the project, and indicating the name(s) of the respective property owner for each of the numbered parcels.
- ☐ **Title Work** See Section VI A: Title/Title Search
- ☐ **“ACQUISITION: Acquiring Real Property for Federal and Federal-Aid Programs and Projects”**
Documentation / verification that each property owner received this brochure.
- ☐ **APA** See Section VII: Appraisal Problem Analysis - Must be signed by LPA Official. (Exhibit 5)
- ☐ **Appraisal** See Section VIII: Establishing Market Value Appropriate appraisal has been performed. If a waiver valuation is appropriate, there is no review appraisal performed. (Exhibit 6-9)
- ☐ **Review Appraisal** See Section IX: Appraisal Review (Exhibit 10)
- ☐ **Statement of the Basis of Just Compensation** Must be signed by a LPA official. (Exhibit 11)
- ☐ **Offer Letter** Copy of signed, dated & notarized offer letter. (Exhibit 14)
- ☐ **Buyer’s Report** Completed Buyer’s Reports for each contact by buyer with parcel owner. (Exhibit 23 & 24)
- ☐ **Check/Claim** Copy of check or claim verifying payment to parcel owner.
- ☐ **Relocation** See Section XI: Relocation Appropriate documentation, proof of brochure “RELOCATION: Your Rights and Benefits as a Displaced Person Under the Federal Relocation Assistance Program” given to relocatee, and proof of benefit payment.
- ☐ **Recorded Deed** Copy of recorded transfer documents including temporary easements.
- ☐ **Donation** See Section X.B.: Donations (Exhibit 12)
- ☐ **Condemnations** Copy of Appraiser’s Award, Documentation of Deposit with Court & Order of Possession
- ☐ **Partial Mortgage and/or Leasehold Release or Waiver** See Section X. D. & E.: Mortgage Release & Leasehold Releases (Exhibit 16 or 17)
- ☐ **Certification** Original Certification Letter signed by an LPA official (Exhibit 18 or 19)

Exhibit 3

(Insert Local Public Agency Letterhead)

(Insert Date)

(APPLICABLE)
INDOT DISTRICT

Re: Assurance _____
Des. No.: _____
Project No.: _____
Location: _____

In compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the following assurance is made:

Where federal funds are involved in any project or program which results in real property acquisition or displacement, the County/City/Town of _____ will comply with said Act and Regulations.

Signature and Title

Signature and Title

Signature and Title

Exhibit 4

(Insert Local Public Agency Letterhead)

APPLICABLE
INDOT DISTRICT
ADDRESS

Re: Des. No.: _____
Project No: _____
Location: _____
LPA: _____

We hereby request the authorization of federal funds in the estimated right of way acquisition costs, as follows:

| | |
|-------------------------------|----------|
| Land, Improvements & Damages | \$ _____ |
| Relocation Entitlements | \$ _____ |
| Services by Local Forces | \$ _____ |
| Incidental R/W Costs | \$ _____ |
| Recording Fees | |
| Partial Mortgage Releases | |
| Property Management Costs | |
| (Securing Structures, | |
| Rodent Control, Mowing, Etc.) | |
| Total Authorization Request | \$ _____ |

These costs

☐ are ☐ are not

in addition to agreements for consultant services which

☐ have been ☐ will be

processed for authorization.

Signature

Date

Title

EXHIBIT 5**SCOPE OF WORK, APPRAISAL PROBLEM & FEE ESTIMATE SHEET**

LPA 09/05

Project Location**Present Use****Des.**

This appraisal must comply with the 5 following requirements: [See appendix A, 24.103 & 24.103(a). from Federal Register/Vol. 70,#2]

(i) An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property. [See appendix A, 24.103(a) (1).]

(ii) All relevant and reliable approaches to value consistent with established Federal and federally assisted program appraisal practices. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value. [See appendix A, 24.103(a).]

(iii) A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.

(iv) A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.

(v) The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

| A. TYPE OF PROPERTY | | B. TYPES & SIZES OF TAKINGS | | Parcel No. _____ Project _____ County _____ Owner _____ | |
|----------------------------|--------------|---|--------------------------|--|--|
| <input type="checkbox"/> | Residential | PERM. | R/W | | |
| <input type="checkbox"/> | Commercial | | | | |
| <input type="checkbox"/> | Industrial | TEMP. | R/W | | |
| <input type="checkbox"/> | Agricultural | PERPETUAL | EASEMENT | | |
| <input type="checkbox"/> | Special | ACCESS | <input type="checkbox"/> | | |
| | | RIGHTS | | | |
| Net/Gross Total Area _____ | | PRESENTLY EXISTING R/W <input type="checkbox"/> | | | |

| C. IMPROVEMENTS TAKEN (Per Plans and/or Visual Inspection) | | D. LAND IMPROVEMENTS TAKEN (Per Plans and/or Visual Inspection) | |
|--|--------------|---|--|
| <input type="checkbox"/> | Residential | <input type="checkbox"/> | Lawn, Bushes, Trees, Landscaping, etc. |
| <input type="checkbox"/> | Agricultural | <input type="checkbox"/> | Septic-Laterals, Well (possible) |
| <input type="checkbox"/> | Commercial | <input type="checkbox"/> | Drives and parking |
| <input type="checkbox"/> | Industrial | <input type="checkbox"/> | Other: |
| <input type="checkbox"/> | Other | Comments: | |

Comments:

E. POSSIBLE RESIDUE DAMAGES (Per Plans and/or Visual Inspection)

| BUILDINGS | | | | LAND | | | |
|--------------------------|--------------------------|-------------------|--|--------------------------|--------------------------|-------------------|--|
| STAFF | FEE | | | STAFF | FEE | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Front Setback | | <input type="checkbox"/> | <input type="checkbox"/> | Angulation | |
| <input type="checkbox"/> | <input type="checkbox"/> | Side Setback | | <input type="checkbox"/> | <input type="checkbox"/> | Reduction in Size | |
| <input type="checkbox"/> | <input type="checkbox"/> | Rear Setback | | <input type="checkbox"/> | <input type="checkbox"/> | Separation | |
| <input type="checkbox"/> | <input type="checkbox"/> | Loss of Utility | | <input type="checkbox"/> | <input type="checkbox"/> | Landlocking | |
| <input type="checkbox"/> | <input type="checkbox"/> | | | <input type="checkbox"/> | <input type="checkbox"/> | Impaired Area | |
| <input type="checkbox"/> | <input type="checkbox"/> | Cut or Fill | | <input type="checkbox"/> | <input type="checkbox"/> | Other | |
| <input type="checkbox"/> | <input type="checkbox"/> | Loss of Screening | | <input type="checkbox"/> | <input type="checkbox"/> | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Loss of Security | | <input type="checkbox"/> | <input type="checkbox"/> | | |

Comments:

F. RECOMMENDED REPORT, APPROACHES, ETC.

| STAFF | FEE | | STAFF | FEE | |
|--------------------------|--------------------------|------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Long Form or Narrative | <input type="checkbox"/> | <input type="checkbox"/> | Develop More Than One Land Value to Solve Appraisal Problem |

| | | | | | | |
|--------------------------|--------------------------|-----------------------------------|--------------------------|--------------------------|--|--------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Short Form | <input type="checkbox"/> | <input type="checkbox"/> | Types of land: | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Value Finding | <input type="checkbox"/> | <input type="checkbox"/> | Possible Special Benefits | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Waiver Valuation (up to \$10,000) | <input type="checkbox"/> | <input type="checkbox"/> | Cost to Cure | Types: _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Cost Approach - Before | <input type="checkbox"/> | <input type="checkbox"/> | Breakdown on Personality and Realty | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Cost Approach - After | <input type="checkbox"/> | <input type="checkbox"/> | Potential Comparable - Transferred on: | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Cost Approach - Land & Land Imp | <input type="checkbox"/> | <input type="checkbox"/> | TEMP. R/W FOR | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Observe Building Value | <input type="checkbox"/> | <input type="checkbox"/> | P.E.R. PROCEDURE: | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Market Approach - Before | <input type="checkbox"/> | <input type="checkbox"/> | Other | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Market Approach - After | <input type="checkbox"/> | <input type="checkbox"/> | | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Income Approach - Before | <input type="checkbox"/> | <input type="checkbox"/> | | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Income Approach - After | <input type="checkbox"/> | <input type="checkbox"/> | | _____ |

G. SCOPE OF WORK- All appraisals must conform to Title III of the Uniform Act and appropriate Federal regulations

H. COMMENTS:

Residue area:

Plan Sheets:

Approximate Station #'s on plans

**Confirm 911 Address of subject property-
Tax ID#**

I. REVIEW APPRAISER'S ESTIMATED FEE \$ _____
FOR THE ABOVE PARCEL:

Prepared By:

Name: Date Fee Appraiser Signature _____

Name (printed) LPA Signature Date

Page ____ of _____

EXHIBIT 6

LPA WV
Rev. 9-05

WAIVER VALUATION

DES.# _____

Type of
Property

Project _____

Indicate: Residential, Commercial, Bare land, Farm, Special, Industrial

Location

Parcel _____

Owner

Phone _____

Address

Road _____

County _____

Area and Type of Acquisition:

Fee Simple

R/W

Temporary

R/W

Access Rights

VALUATION PROCEDURE::

Section 24.102(c)(2) Appraisal, waiver thereof. The purpose of the appraisal waiver provision is to provide Agencies a technique to avoid the costs and time delay associated with appraisal requirements for low-value, non-complex acquisitions. The intent is that non-appraisers make the waiver valuations, freeing appraisers to do more sophisticated work. The Agency employee making the determination to use the appraisal waiver process must have enough understanding of appraisal principles to be able to determine whether or not the proposed acquisition is low value and uncomplicated. **Waiver valuations are not appraisals** as defined by the Uniform Act; therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule. Since waiver valuations are not appraisals, neither is there a requirement for an appraisal review. However, the Agency must have a reasonable basis for the waiver valuation and an Agency official must still establish **an amount believed to be just compensation** to offer the property owner(s). The definition of "appraisal" in the Uniform Act and appraisal waiver provisions of the Uniform Act are Federal law and public policy and should be considered as such when determining the impact of appraisal requirements levied by others.

The values estimated are not based on a valuation of the whole property, but pertain to the right-of-way acquired, as it is estimated to contribute to the whole. This is a restricted estimate made under the Jurisdictional Exception provision in USPAP which allows governmental agencies to request and obtain valuation services for simple acquisitions without causing licensed and certified appraisers to be in violation of USPAP. Also, per State guidelines, the estimator in connection with this assignment did not contact the owners unless otherwise stated in this report.

INTENDED USE and INTENDED USER OF
REPORT

SCOPE OF
WORK:

FIVE YEAR SALES
HISTORY:

PROPERTY INSPECTION AND OWNER CONTACT(IF

APPLICABLE):

LEGAL DESCRIPTION:

NEIGHBORHOOD
DESCRIPTION

ZONING AND HIGHEST AND BEST
USE

DESCRIPTION AND COMMENTS ABOUT
PROPERTY:

SUPPORT FOR THE FAIR MARKET VALUE: (INCLUDING IMPROVEMENTS AND/OR
COST-TO-CURE)

TOTAL _____

Unit value of Land

Signature

Name

Printed

Date

Fair Market Value:

Appr. Lic. No.

Broker License No.

Approved

Total Due
Owner

Minimum Award ☐

Date

Signature

Name Printed

Approved For Negotiations

Signature

Date

Name Printed

Acquiring Agency/Title

EXHIBIT 7

Code _____

APPRAISAL REPORT

☐ Value Findings ☐ Short Form ☐ Long Form
☐ Partial Acquisition ☐ Total Acquisition Page 1 of _____

Type of Property _____ Project _____
 Indicate: (Residential, Commercial, Bareland, Farm, Special, Industrial)

Location _____ Parcel _____

Owner _____ Phone _____ Road _____

Address _____ County _____

☐ Tenant ☐ Contract Buyer Phone _____

Address _____

Land Areas: Before: _____ After: _____ Acquisition _____

Temp. R/W _____ Provisional R/W _____ Access Rights _____

CERTIFICATION OF APPRAISER

I certify that, to the best of my knowledge and belief:

That I have made a personal inspection of the property that is the subject of this report and that I have made a personal field inspection of the comparable sales relied upon in making said appraisal. The property being appraised and the comparable sales were as represented or referenced within the appraisal.

That the statements of fact contained in the report are true and correct.

That I understand that such appraisal MAY be used in connection with the acquisition of right-of-way for a project utilizing Federal funds.

That such appraisal has been made in conformity with appropriate laws, regulations, policies and procedures applicable to the appraisal of property for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of such items which are noncompensable under appropriate established law.

That this appraisal assignment may have called for less than would otherwise be required by the specific guidelines of the Uniform Standards of Professional Appraisal Practices (USPAP), but is not so limited in scope that it may tend to mislead the users of the report, or the public.

That I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

That my engagement in this assignment was not contingent upon developing or reporting predetermined results.

That neither my employment nor my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which said property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

That the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

That I have no direct or indirect present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved or in any benefit from the acquisition of such property appraised.

That the owner or a designated representative was afforded the opportunity to accompany me on the property inspection.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the Acquiring Agency or officials of the Federal Highway Administration and I will not do so until authorized by said officials or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That I have not given consideration, or included in my appraisal, any allowance for relocation assistance benefits.

That no one provided significant real property appraisal assistance to the person signing this report with the exception of those signing below.

That my opinion of fair market value for the property to be acquired and residue damages, if any, as of _____ day of _____, which is the effective date of this appraisal is \$ _____ based upon my independent appraisal and the exercise of my professional judgment.

SUMMARY

BEFORE VALUE \$ _____

AFTER VALUE \$ _____

Land Taken \$ _____

Land Improvements \$ _____

Improvements \$ _____

Cost-to-Cure \$ _____

Damages to Residue \$ _____

Temp.-Prov. R/W \$ _____

TOTAL DUE OWNER \$ _____

Form 25008 (Rev. 9/05)

PRIMARY APPRAISER

Signature _____

Named Typed _____

Appraisal License # _____

Broker # _____

Date: _____

ASSISTED BY

Signature _____

Named Typed _____

Appraisal License # _____

Broker # _____

Date: _____

Signature _____

Name Typed _____

Appraisal License # _____

Broker # _____

Date: _____

PURPOSE OF APPRAISAL

The purpose of this appraisal is to estimate the fair market value of the subject property before the right-of-way acquisition and, as of the same date, the fair market value of the residue property as if the new highway facility had been constructed. The interest appraised is "FEE SIMPLE ESTATE" unless otherwise stated.

HIGHEST AND BEST USE:

OWNER CONTACT:

LEGAL DESCRIPTION

ZONING:

FIVE YEAR SALES HISTORY:

APPROACH TO VALUE:

DESCRIPTION OF R/W TO BE ACQUIRED:

LAND AREA TO BE ACQUIRED-Support:

COST APPROACH FOR IMPROVEMENTS AND/OR LAND IMPROVEMENTS ACQUIRED IN ALL R/W:

\$ _____

COST-TO-CURE ITEMS

\$

TEMPORARY &/OR PROVISIONAL R/W

\$

CF-9
9/05 State Form 25067

PROJECT

PARCEL

| | | | |
|--------|-------|--|--|
| SKETCH | SCALE | | |
|--------|-------|--|--|

PHOTOGRAPHS

| | | | |
|------------|-------|--------|-------|
| PROJECT | _____ | PARCEL | _____ |
| Date Taken | _____ | | |

| | |
|------|-------|
| VIEW | _____ |
| | _____ |
| | _____ |
| | _____ |
| | _____ |
| | _____ |

| | |
|------|-------|
| VIEW | _____ |
| | _____ |
| | _____ |
| | _____ |
| | _____ |
| | _____ |

PHOTOGRAPHS

| | | | |
|------------|-------|--------|-------|
| PROJECT | _____ | PARCEL | _____ |
| Date Taken | _____ | | |

| | |
|------|-------|
| VIEW | _____ |
| | _____ |
| | _____ |
| | _____ |
| | _____ |
| | _____ |

| | |
|------|-------|
| VIEW | _____ |
| | _____ |
| | _____ |
| | _____ |
| | _____ |
| | _____ |

EXHIBIT 8

CF-3

Code _____

APPRAISAL REPORT

☐ Value Findings ☐ Short Form ☐ Long Form

☐ Partial Acquisition ☐ Total Acquisition Page 1 of _____

Type of Property _____ Project _____
Indicate: (Residential, Commercial, Bareland, Farm, Special, Industrial)

Location _____ Parcel _____

Owner _____ Phone _____ Road _____

Address _____ County _____

☐ Tenant ☐ Contract Buyer _____ Phone _____

Address _____

Land Areas: Before: _____ After: _____ Acquisition _____

Temp. R/W _____ Provisional R/W _____ Access Rights _____

CERTIFICATION OF APPRAISER

I certify that, to the best of my knowledge and belief:

That I have made a personal inspection of the property that is the subject of this report and that I have made a personal field inspection of the comparable sales relied upon in making said appraisal. The property being appraised and the comparable sales were as represented or referenced within the appraisal.

That the statements of fact contained in the report are true and correct.

That I understand that such appraisal MAY be used in connection with the acquisition of right-of-way for a project utilizing Federal funds.

That such appraisal has been made in conformity with appropriate laws, regulations, policies and procedures applicable to the appraisal of property for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of such items which are noncompensable under appropriate established law.

That this appraisal assignment may have called for less than would otherwise be required by the specific guidelines of the Uniform Standards of Professional Appraisal Practices (USPAP), but is not so limited in scope that it may tend to mislead the users of the report, or the public.

That I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

That my engagement in this assignment was not contingent upon developing or reporting predetermined results.

That neither my employment nor my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which said property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

That the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

That I have no direct or indirect present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved or in any benefit from the acquisition of such property appraised.

That the owner or a designated representative was afforded the opportunity to accompany me on the property inspection.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the Acquiring Agency or officials of the Federal Highway Administration and I will not do so until authorized by said officials or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That I have not given consideration, or included in my appraisal, any allowance for relocation assistance benefits.

That no one provided significant real property appraisal assistance to the person signing this report with the exception of those signing below.

That my opinion of fair market value for the property to be acquired and residue damages, if any, as of _____ day of _____, which is the effective date of this appraisal is \$ _____ based upon my independent appraisal and the exercise of my professional judgment.

| | <u>SUMMARY</u> | |
|--------------------|----------------|--------------------------------|
| BEFORE VALUE | | \$ _____ |
| AFTER VALUE | | \$ _____ |
| Land Taken | \$ _____ | |
| Land Improvements | \$ _____ | |
| Improvements | \$ _____ | |
| Cost-to-Cure | \$ _____ | |
| Damages to Residue | \$ _____ | |
| Temp.-Prov. R/W | \$ _____ | |
| TOTAL DUE OWNER | | \$ <u> </u> |

Form 25008 (Rev. 9/05)

PRIMARY APPRAISER

Signature _____
 Named Typed _____
 Appraisal License # _____
 Broker # _____
 Date: _____

ASSISTED BY

Signature _____
 Named Typed _____
 Appraisal License # _____
 Broker # _____
 Date: _____

Signature _____
 Name Typed _____
 Appraisal License # _____
 Broker # _____
 Date: _____

SF-8
9/05

PROJECT _____ PARCEL _____

PURPOSE OF APPRAISAL

The purpose of this appraisal is to estimate the fair market value of the subject property before the right-of-way acquisition and, as of the same date, the fair market value of the residue property as if the new highway facility had been constructed. The interest appraised is "FEE SIMPLE ESTATE" unless otherwise stated.

EXISTING USE AND HIGHEST AND BEST USE: (Explain if the two are different)

OWNER CONTACT AND PROPERTY INSPECTION

LEGAL DESCRIPTION

ZONING

FIVE YEAR SALES HISTORY:

NARRATIVE DESCRIPTION OF PROPERTY, PART TO BE ACQUIRED, AND REMAINDER(S), if any (Include subject area/neighborhood, location of site, size of site, site description, description of improvements, land improvements, etc., as pertinent).

APPROACH TO VALUE:

CF-9
9/05 State Form 25067

PROJECT

PARCEL

| | | | |
|--------|-------|--|--|
| SKETCH | SCALE | | |
|--------|-------|--|--|

CF-9

9/05 State Form 25067

PROJECT

PARCEL

| | | | |
|--------|-------|--|--|
| SKETCH | SCALE | | |
|--------|-------|--|--|

PROJECT _____ PARCEL _____

MARKET GRID

☐ IMPROVED
☐ UNIMPROVED

☐ BEFORE ACQUISITION
☐ AFTER ACQUISITION

[illegible]

Explanation and Justification of Adjustments:

Correlation:

Correlated Value _____

BEFORE VALUE ESTIMATE FOR ENTIRE PARCEL: ☐ Total Take (Briefly Explain your estimate if partial take)

_____ \$

PROJECT _____ PARCEL _____

COST APPROACH FOR IMPROVEMENTS &/OR LAND IMPROVEMENTS ACQUIRED IN ALL R/W

\$ _____

COST-TO-CURE ITEMS

\$ _____

TEMPORARY &/OR PROVISIONAL R/W

\$ _____

PHOTOGRAPHS

| | | | |
|------------|-------|--------|-------|
| PROJECT | _____ | PARCEL | _____ |
| Date Taken | _____ | | |

VIEW _____

VIEW _____

PHOTOGRAPHS

| | | | |
|------------|-------|--------|-------|
| PROJECT | _____ | PARCEL | _____ |
| Date Taken | _____ | | |

VIEW _____

VIEW _____

EXHIBIT 9

CF-3

Code _____

APPRAISAL REPORT

| | | |
|---|--|------------------------------------|
| <input type="checkbox"/> Value Findings | <input type="checkbox"/> Short Form | <input type="checkbox"/> Long Form |
| <input type="checkbox"/> Partial Acquisition | <input type="checkbox"/> Total Acquisition | Page 1 of _____ |
| Type of Property _____ <small>Indicate: (Residential, Commercial, Bareland, Farm, Special, Industrial)</small> | | Project _____ |
| Location _____ | | Parcel _____ |
| Owner _____ | Phone _____ | Road _____ |
| Address _____ | | County _____ |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Contract Buyer | Phone _____ |
| Address _____ | | |
| Land Areas: | Before: _____ | After: _____ |
| | Temp. R/W _____ | Provisional R/W _____ |
| | | Access Rights _____ |

CERTIFICATION OF APPRAISER

I certify that, to the best of my knowledge and belief:

That I have made a personal inspection of the property that is the subject of this report and that I have made a personal field inspection of the comparable sales relied upon in making said appraisal. The property being appraised and the comparable sales were as represented or referenced within the appraisal.

That the statements of fact contained in the report are true and correct.

That I understand that such appraisal MAY be used in connection with the acquisition of right-of-way for a project utilizing Federal funds.

That such appraisal has been made in conformity with appropriate laws, regulations, policies and procedures applicable to the appraisal of property for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of such items which are noncompensable under appropriate established law.

That this appraisal assignment may have called for less than would otherwise be required by the specific guidelines of the Uniform Standards of Professional Appraisal Practices (USPAP), but is not so limited in scope that it may tend to mislead the users of the report, or the public.

That I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

That my engagement in this assignment was not contingent upon developing or reporting predetermined results.

That neither my employment nor my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which said property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

That the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

That I have no direct or indirect present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved or in any benefit from the acquisition of such property appraised.

That the owner or a designated representative was afforded the opportunity to accompany me on the property inspection.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the Acquiring Agency or officials of the Federal Highway Administration and I will not do so until authorized by said officials or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That I have not given consideration, or included in my appraisal, any allowance for relocation assistance benefits.

That no one provided significant real property appraisal assistance to the person signing this report with the exception of those signing below.

That my opinion of fair market value for the property to be acquired and residue damages, if any, as of the _____ day of _____, which is the effective date of this appraisal is \$ _____ based upon my independent appraisal and the exercise of my professional judgment.

| | <u>SUMMARY</u> | |
|--------------------|----------------|--------------------------------|
| BEFORE VALUE | | \$ _____ |
| AFTER VALUE | | \$ _____ |
| Land Taken | \$ _____ | |
| Land Improvements | \$ _____ | |
| Improvements | \$ _____ | |
| Cost-to-Cure | \$ _____ | |
| Damages to Residue | \$ _____ | |
| Temp.-Prov. R/W | \$ _____ | |
| TOTAL DUE OWNER | | \$ <u> </u> |

Form 25008 (Rev. 9/05)

PRIMARY APPRAISER

Signature _____
 Named Typed _____
 Appraisal License # _____
 Broker # _____
 Date: _____

ASSISTED BY

Signature _____
 Named Typed _____
 Appraisal License # _____
 Broker # _____
 Date: _____

Signature _____
 Name Typed _____
 Appraisal License # _____
 Broker # _____
 Date: _____

SF-8
9/05

PROJECT _____ PARCEL _____

PURPOSE OF APPRAISAL

The purpose of this appraisal is to estimate the fair market value of the subject property before the right-of-way acquisition and, as of the same date, the fair market value of the residue property as if the new highway facility had been constructed. The interest appraised is "FEE SIMPLE ESTATE" unless otherwise stated.

EXISTING USE AND HIGHEST AND BEST USE: (Explain if the two are different)

OWNER CONTACT AND PROPERTY INSPECTION

LEGAL DESCRIPTION

ZONING

FIVE YEAR SALES HISTORY:

NARRATIVE DESCRIPTION OF PROPERTY, PART TO BE ACQUIRED, AND REMAINDER(S), if any (Include subject area/neighborhood, location of site, size of site, site description, description of improvements, land improvements, etc., as pertinent).

APPROACH TO VALUE:

CF-9
9/05 State Form 25067

PROJECT

PARCEL

| | | | |
|--------|-------|--|--|
| SKETCH | SCALE | | |
|--------|-------|--|--|

CF-9
9/05 State Form 25067

PROJECT

PARCEL

| | | | |
|--------|-------|--|--|
| SKETCH | SCALE | | |
|--------|-------|--|--|

Correlation:

Correlated Value _____

BEFORE VALUE ESTIMATE FOR ENTIRE PARCEL: ☐ Total Take (Briefly Explain your estimate if partial take)

_____ \$

SF-10
Rev. 9/05
State Form 24672

PROJECT _____ PARCEL _____

COST APPROACH FOR IMPROVEMENTS &/OR LAND IMPROVEMENTS ACQUIRED IN ALL R/W

\$ _____

COST-TO-CURE ITEMS

\$ _____

TEMPORARY &/OR PROVISIONAL R/W

\$ _____

PHOTOGRAPHS

| | | | |
|------------|-------|--------|-------|
| PROJECT | _____ | PARCEL | _____ |
| Date Taken | _____ | | |

VIEW _____

VIEW _____

PHOTOGRAPHS

PROJECT _____

PARCEL _____

Date Taken _____

VIEW _____

VIEW _____

EXHIBIT 10

REV-27
FORM 36549

CERTIFICATE OF REVIEW APPRAISER AND CONCLUSION OF FAIR MARKET VALUE

CODE: _____
PARCEL: _____

Project: _____ Road: _____ County: _____ Owner: _____

| | 1 ST APPRAISAL | 2 ND APPRAISAL | 3 RD APPRAISAL | 4 TH APPRAISAL | REVIEWER'S VALUE IF DIFFERENT FROM APPRAISAL |
|--|------------------------------|------------------------------|------------------------------|------------------------------|--|
| APPRAISER | | | | | |
| FEE (F), STAFF (S), OWNER (O) | | | | | |
| DATE OF APPRAISAL | | | | | |
| BEFORE VALUE | | | | | |
| AFTER VALUE | | | | | |
| DIFFERENCE | | | | | |
| LAND &/OR LAND IMPROVEMENTS | | | | | |
| BUILDING IMPROVEMENTS | | | | | |
| LOSS IN VALUE TO REMAINDER | | | | | |
| ESTIMATED COMPENSATION (DUE PROPERTY OWNER) | | | | | |
| IF APPROVED AS IS, ENTER (X) | | | | | |

REVIEWERS COMMENTS AND/OR CORRELATION (Also see attached sheets):

I certify that, to the best of my knowledge and belief,:

- . That I have made a personal inspection of the subject property of the work under review.
- . That I have made a personal inspection of the comparable sales utilized for the subject property of the work under review.
- . That I have no present or prospective interest in the property that is the subject of work under review and no personal interest with respect to the parties involved.

- . That the analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- . This appraisal assignment may have called for less than would otherwise be required by the specific guidelines of the Uniform Standards of Professional Appraisal Practices (USPAP), but is not so limited in scope that it may tend to mislead the users of the report, or the public.
- . That I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- . That my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- . That my compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- . That my estimate of fair market value has been reached independently, based on factual data without collaboration or direction from others.
- . That the facts and data reported by the reviewer and used in the review process are true and correct.
- . That items compensable under state law but not eligible for federal reimbursement, if any, are set out in this Review.
- . That I understand that the value estimate may be used in connection with a Federal-Aid highway project.
- . That no one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person signing below.
- . That my opinion of the fair market value of the part taken, plus loss in value to the remainder (if any), as of _____
- . is \$ _____

Signature _____

Name Printed: _____

Indiana Certified General Appraiser _____

Indiana Broker Number _____

Date _____

| | | | |
|----------------------------------|-------------|--------------|-------------------|
| APPROVED APPRAISAL AMOUNT FOR | _____ | REQUIRED R/W | _____ |
| | (area size) | | |
| APPROVED APPRAISAL AMOUNT FOR | _____ | EXCESS LAND | _____ |
| | (area size) | | |
| Potentially hazardous materials: | Present | Possible | Nothing Indicated |
| | _____ | _____ | _____ |
| IF PRESENT, WHAT TYPE | <div></div> | | |

APPRAISAL EVALUATION SHEET

Code: _____

Appraiser _____ Fee ☒ Staff ☐

Project _____ Parcel _____ County _____ Owner _____

Type Take: Partial ☐ Total ☐ Access Rights ☐ For m: Short ☐ Long ☐ Narr. ☐
 LEGEND: Acceptable (X) Not Acceptable-See Comments (N) Not Applicable (-)

| | | | | | | | | | | | | | | |
|-------------------------------|--|---------------------------|--|-----------------------|--|--|--|--|--|--|--|--|--|--|
| Project and Parcel Number | | COST APPROACH | | Comparable Sales Used | | | | | | | | | | |
| Location-Address | | Land Compared To Sales | | | | | | | | | | | | |
| Owner and Address | | Land Adj.'s Explained | | Comp No. | | | | | | | | | | |
| Contract Buyer-Tenant | | Impr. Costs & Source | | | | | | | | | | | | |
| Summary of Values | | Depreciation Explained | | | | | | | | | | | | |
| Effective Date/Signature | | Pertinent Calculations | | | | | | | | | | | | |
| Certification | | MARKET APPROACH | | Before | | | | | | | | | | |
| Purpose of Appraisal | | Direct Comp. To Sales | | After | | | | | | | | | | |
| Areas and Rights Acquired | | Adjustments Explained | | Sev. Study | | | | | | | | | | |
| 5 Year Sales Record | | Reasonable Correlation | | Comp. Accept. | | | | | | | | | | |
| Area & Neighborhood Influence | | Pertinent Calculations | | Photo | | | | | | | | | | |
| Table of Contents Complete | | INCOME APPROACH | | Sketch | | | | | | | | | | |
| Appraiser's Sketch | | Income Explained | | Date Sold | | | | | | | | | | |
| Engineering Land Plat | | Expenses | | Sale Price | | | | | | | | | | |
| Insp.-Owner Contact | | Capitalization Technique | | Size | | | | | | | | | | |
| Effective Date=Inspect. Date | | Pertinent Calculations | | Vendor | | | | | | | | | | |
| Legal Description | | FINAL CORRELATION | | Vendee | | | | | | | | | | |
| Zoning-Deed Restrictions | | Each Estimate Shown | | Addr. & Loc. | | | | | | | | | | |
| Description of Property | | Reasonable Explanation | | Deed Number | | | | | | | | | | |
| Location | | Value Estimate Reasonable | | Verified | | | | | | | | | | |
| Type and Areas | | Description Of Part Taken | | Financing | | | | | | | | | | |
| Type of Improvements | | Temp. and Prov. R/W | | Zoning | | | | | | | | | | |
| Size of Improvements | | COST-TO-CURE | | Cond. Of Sale | | | | | | | | | | |

| | | | | | | | | | | | | | |
|---------------------------|--------------------------|------------------------|--------------------------|---------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Condition of Improvements | <input type="checkbox"/> | Special Benefits | <input type="checkbox"/> | H&B Use | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other | <input type="checkbox"/> | Compensation Breakdown | <input type="checkbox"/> | Prop. Desc. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Present Use | <input type="checkbox"/> | Pages Numbered | <input type="checkbox"/> | On. Loc. Map | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Highest and Best Use | <input type="checkbox"/> | Photographs | <input type="checkbox"/> | Analysis | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Valuation Procedure | <input type="checkbox"/> | | <input type="checkbox"/> | Comparability | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

NOTE: If the comparable has previously been reviewed and considered acceptable for another parcel, only the Comp. Accept needs to be marked.

COMMENTS: (Continue on attached sheet if necessary)

I have examined the appraisal report on the subject parcel and project relative to State and Federal appraisal requirements and have found it to be:

- ☐ 1-unacceptable for review; see reasons set out above and make appropriate revisions
- ☐ 2-acceptable for review and is recommended as the basis for the establishment of the amount believed to be just compensation

Reviewer _____ Date _____

Signature _____

Name Printed: _____

EXHIBIT 11 for Waiver Valuation

REV-29

LPA-WV 07-05

STATEMENT OF THE BASIS FOR JUST COMPENSATION

Des. #

1. This is a written statement of, and summary of the basis for, the amount established through a **Waiver Valuation** process as just compensation for the purchase of this right-of-way for highway purposes. The amount set forth in Item 5 below is not less than the approved estimate of value. Public Law 91-646 provides that this value disregards any decrease or increase in fair market value of the property prior to the date of valuation caused by the public improvement for which the property is acquired other than physical deterioration within reasonable control of the owner.

2. The legal description of this acquisition is set forth in the instrument of conveyance in the following identified parcel and this acquisition is identified in the Acquiring Agency's records as:

Project _____ Parcel _____ Road _____ County _____

Owner(s) _____

3. The area and type of interest being acquired: _____

The amount in Item 5 below includes payment for the purchase of all interests in the real property and no separately held interest is being acquired separately in whole or part, except as may be explained in Item 8 below.

4. This acquisition is (Check one):
- a. ☐ A total acquisition of the real property.
 - b. ☐ A partial acquisition of the real property.

5. The Agency's Offer: Just compensation has been determined to be and the Acquiring Agency's offer for the purchase of this real property is as follows:

a. Total Land, Land Improvements and Buildings \$ _____

b. Severance Damages (i.e.: Setback, Loss in Value to the Residues, etc) \$ _____

c. Other Damages (Itemize)
Cost-To-Cure estimates:

| | |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

Temporary R/W \$ _____

Total Damages \$ _____

Total Just Compensation offered for this Acquisition is: \$ _____

6. The amount in Item 5 above may include payment for the purchase of certain buildings and improvements and their ownership shall pass to the Acquiring Agency. These buildings and improvements are identified as follows:

7. The amount in Item 5 above may include payment for the purchase of certain Land Improvements, Fixtures, Equipment, Machinery, Signs, Etc., and their ownership shall pass to the Acquiring Agency. These items are identified as follows:

8. Items owned by others (i.e.: lessee, tenants, etc.) included in Item 5 above are identified as follows:

9. Remarks: _____

Date

Signature
Acquiring Agency:

EXHIBIT 11

REV-29
07-05

STATEMENT OF THE BASIS FOR JUST COMPENSATION

Des # _____

1. This is a written statement of, and summary of the basis for, the establishment of the amount believed to be, through a valuation process, just compensation for the purchase of this right-of-way for highway purposes. The amount set forth in Item 5 below is not less than the approved estimate of value. Public Law 91-646 provides that this value disregards any decrease or increase in fair market value of the property prior to the date of valuation caused by the public improvement for which the property is acquired other than physical deterioration within reasonable control of the owner.

2. The legal description of this acquisition is set forth in the instrument of conveyance in the following identified parcel and this acquisition is identified in the Acquiring Agency's records as:

Project _____ Parcel _____ Road _____ County _____

Owner(s) _____

3. The area and type of interest being acquired: _____

The amount in Item 5 below includes payment for the purchase of all interests in the real property and no separately held interest is being acquired separately in whole or part, except as may be explained in Item 8 below.

4. This acquisition is (Check one):
- a. ☐ A total acquisition of the real property.
 - b. ☐ A partial acquisition of the real property.

5. The Agency's Offer: Just compensation has been determined to be and the Acquiring Agency's offer for the purchase of this real property is as follows:

a. Total Land, Land Improvements and Buildings \$ _____

b. Severance Damages (i.e.: Setback, Loss in Value to the Residues, etc) \$ _____

c. Other Damages (Itemize)
Cost-To-Cure estimates:

| | |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

Temporary R/W \$ _____

Total Damages \$ _____

Total amount believed to be Just Compensation offered for this Acquisition is: \$ _____

6. The amount in Item 5 above may include payment for the purchase of certain buildings and improvements and their ownership shall pass to the Acquiring Agency. These buildings and improvements are identified as follows:

7. The amount in Item 5 above may include payment for the purchase of certain Land Improvements, Fixtures, Equipment, Machinery, Signs, Etc., and their ownership shall pass to the Acquiring Agency. These items are identified as follows:

8. Items owned by others (i.e.: lessee, tenants, etc.) included in Item 5 above are identified as follows:

9. Remarks: _____

Date

Signature
Acquiring Agency:

Exhibit 12

**(Insert Local Public Agency Letterhead)
(Donation Without an Appraisal)**

Des. No.: _____
Project No.: _____
Parcel No.: _____
Parcel Owner: _____

As owner(s) of real estate needed for the above referenced project and parcel, and acknowledging the fact that (I am) (We are) entitled to just compensation based upon an approved appraisal of the subject real estate, nevertheless, desire to donate the right of way. (I) (We) waive such appraisal rights and will execute the necessary conveyance instruments to transfer said right of way in the City/County/Town of _____ .

This donation to the City/County/Town of _____ , Indiana, is made without any coercive action of any nature.

Signature of Parcel Owner Date

Signature of Parcel Owner Date

Before me, a Notary Public in and for said County and State personally appeared

_____, who acknowledged the truth of the statements in the foregoing affidavit on this _____ day of _____ , 20 _____ .

Notary Public (Signature)

Notary Public (Printed)

My Commission expires _____

My County of Residence is _____

Exhibit 12

**(Insert Local Public Agency Letterhead)
(Donation with an Appraisal)**

Des. No.: _____
Project No.: _____
Parcel No.: _____
Parcel Owner: _____

As owner(s) of real estate needed for the above referenced project and parcel, and acknowledging the fact that (I) (We) have been offered \$ _____ based upon an approved appraisal, or market estimate, of the fair market value of the subject real estate as just compensation, nevertheless, desire to donate the right of way and will execute the necessary conveyance instruments to place title of said needed right of way in the City/County/Town of _____, Indiana.

This offer to the City/County/Town of _____, Indiana is made without any coercive action of any nature.

Signature of Parcel Owner Date

Signature of Parcel Owner Date

Before me, a Notary Public in and for said County and State personally appeared _____, who acknowledged the truth of the statements in the foregoing affidavit on this _____ day of _____, 20 _____.

Notary Public (Signature)

Notary Public (Printed)

My Commission expires _____

My County of Residence is _____

Exhibit 12
(Insert Local Public Agency Letterhead)
(Partial Donation With an Appraisal)

Des. No.: _____
Parcel No.: _____
Project No.: _____
Parcel Owner: _____

As owner(s) of real estate needed for the above referenced project and parcel, and acknowledging the fact that (I) (We) have been offered \$ _____ based upon an approved appraisal, or market estimate, of the fair market value of the subject real estate as just compensation, nevertheless, will accept \$ _____ for the right of way and execute the necessary conveyance instruments to place title of said needed right of way in the City/County/Town of _____, Indiana. The remaining donation to the City/County/Town of _____, Indiana is made without any coercive action of any nature.

Signature of Parcel Owner Date

Signature of Parcel Owner Date

Before me, a Notary Public in and for said County and State personally appeared _____, who acknowledged the truth of the statements in the foregoing affidavit on this _____ day of _____, 20_____.

Notary Public (Signature)

Notary Public (Printed)

My Commission expires _____

My County of Residence is _____

Exhibit 13

Des. No.: _____
Project No.: _____
Parcel No.: _____

A WARNING TO THE PARTIES TO A TRANSFER OF PROPERTY:

It is highly unlikely that the single act of reading this document would be found to constitute "all appropriate inquiry into the previous ownership and uses of the property" so as to protect you against liability under the "innocent purchaser" provision of the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 (35)(B). You are strongly encouraged not only to read this document carefully but also to take all other actions necessary to the exercise of due diligence in your inquiry into the previous ownership and uses of the property.

ENVIRONMENTAL DISCLOSURE DOCUMENT FOR TRANSFER OF REAL PROPERTY

The following information is provided
under IC 13-25-3,
the Responsible Property Transfer Law.

For Use By County Recorder's Office
County _____
Date _____
Doc. No. _____
Vol. _____
Page _____
Rec'd by: _____

I. PROPERTY IDENTIFICATION

A. Address of property: _____
Street

City or Town Township

Tax Parcel Identification No. (Key Number): _____

B. Legal Description:

Section _____ Township _____ Range _____

Enter or attach complete legal description in this area:

LIABILITY DISCLOSURE

Transferors and transferees of real property are advised that their ownership or other control of such property may render them liable for environmental cleanup costs whether or not they caused or contributed to the presence of environmental problems in association with the property.

C. Property Characteristics:

Size _____ Acreage _____

Check all types of improvement and uses that pertain to the property:

- ☐ Apartment building (6 units or less)
- ☐ Commercial apartment (over 6 units)
- ☐ Store, office, commercial building
- ☐ Industrial building
- ☐ Farm, with buildings
- ☐ Other (specify)

NATURE OF TRANSFER

A.

- | | Yes | No |
|---|--------------------------|--------------------------|
| 1. Is this a transfer by deed or other instrument of conveyance of fee title to property? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is this a transfer by assignment of over 25% of beneficial interest of a land trust? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. A lease exceeding a term of 40 years? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. A collateral assignment of beneficial interest? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. An installment contract for the sale of property? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. A mortgage of trust deed? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. A lease of any duration that includes an option to purchase? | <input type="checkbox"/> | <input type="checkbox"/> |

B.

1. Identify Transferor:

Name and Current Address of Transferor

Trust No. _____

Name and Address of Trustee if this is a transfer of beneficial interest of a land trust.

2. Identify person who has completed this form on behalf of the Transferor and who has knowledge of the information contained in this form: _____

Name

Position (if any), and Address

Telephone No.

C. Identify Transferee:

Name and Current Address of Transferee

III. ENVIRONMENTAL INFORMATION

A. Regulatory Information During Current Ownership

1. Has the transferor ever conducted operations on the property which involved the generation, manufacture, processing, transportation, treatment, storage, or handling of a "hazardous substance" (as defined by IC13-11-2-98)? This question does not apply to consumer goods stored or handled by a retailer in the same form and approximate amount, concentration, and manner as they are sold to consumers, unless the retailer has engaged in any commercial mixing (other than paint mixing or tinting of consumer sized containers), finishing, refinishing, servicing, or cleaning operations on the property.

Yes ☐
No ☐

2. Has the transferor ever conducted operations on the property which involved the processing, storage, or handling of petroleum, other than that which was associated directly with the transferor's vehicle usage?

Yes ☐
No ☐

3. Has the transferor ever conducted operations on the property which involved the generation, transportation, storage, treatment, or disposal of "hazardous waste" (as defined in IC 13-11-2-99(a))?

Yes ☐
No ☐

4. Are there any of the following specific units (operating or closed) at the property that are used or were used by the transferor to manage hazardous wastes, hazardous substances, or petroleum?

Yes ☐
No ☐

| | Yes | No |
|--------------------------------|--------------------------|--------------------------|
| Landfill | <input type="checkbox"/> | <input type="checkbox"/> |
| Surface Impoundment | <input type="checkbox"/> | <input type="checkbox"/> |
| Land Application | <input type="checkbox"/> | <input type="checkbox"/> |
| Waste Pile | <input type="checkbox"/> | <input type="checkbox"/> |
| Incinerator | <input type="checkbox"/> | <input type="checkbox"/> |
| Storage Tank (Above Ground) | <input type="checkbox"/> | <input type="checkbox"/> |
| Storage Tank (Underground) | <input type="checkbox"/> | <input type="checkbox"/> |
| Container Storage Area | <input type="checkbox"/> | <input type="checkbox"/> |
| Injection Wells | <input type="checkbox"/> | <input type="checkbox"/> |
| Wastewater Treatment Units | <input type="checkbox"/> | <input type="checkbox"/> |
| Septic Tanks | <input type="checkbox"/> | <input type="checkbox"/> |
| Transfer Stations | <input type="checkbox"/> | <input type="checkbox"/> |
| Waste Recycling Operations | <input type="checkbox"/> | <input type="checkbox"/> |
| Waste Recycling Detoxification | <input type="checkbox"/> | <input type="checkbox"/> |
| Other Land Disposal Area | <input type="checkbox"/> | <input type="checkbox"/> |

If there are "YES" answers to any of the above items and the transfer of property that requires the filing of this document is other than a mortgage or trust deed or a collateral assignment of beneficial interest in a land trust, you must attach to the copies of this document that you file with the county recorder and the department of environmental management a site plan that identifies the location of each unit.

5. Has the transferor ever held any of the following in regard to this real property?

| | Yes | No |
|---|--------------------------|--------------------------|
| (a) Permits for discharge of wastewater to waters of Indiana. | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Permits for emissions to the atmosphere. | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) Permits for any waste storage, waste treatment, or waste disposal operation. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Has the transferor ever discharged any wastewater (other than sewage) to a publicly owned treatment works? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Has the transferor been required to take any of the following actions relative to this property? | <input type="checkbox"/> | <input type="checkbox"/> |

(a) Filed an emergency and hazardous chemical inventory form pursuant to the federal Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 11022).

| | |
|-----|--------------------------|
| Yes | <input type="checkbox"/> |
| No | <input type="checkbox"/> |

(b) Filed a toxic chemical release form pursuant to the federal Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 11023).

| | |
|-----|--------------------------|
| Yes | <input type="checkbox"/> |
| No | <input type="checkbox"/> |

8. Has the transferor or any facility on the property or the property been the subject of any of the following state or federal governmental actions?

(a) Written notification regarding known, suspected, or alleged contamination on or emanating from the property.

Yes ☐

No ☐

(b) Filing an environmental enforcement case with a court or the solid waste management board for which a final order or consent decree was entered.

Yes ☐

No ☐

(c) If the answer to question (B) was Yes, then indicate whether or not the final order or decree is still in effect for this property.

Yes ☐

No ☐

9. Environmental Releases during Transferor's Ownership.

(a) Has any situation occurred at this site which resulted in a reportable "release" of any hazardous substances or petroleum as required under state or federal laws?

Yes ☐

No ☐

(b) Have any hazardous substances or petroleum which were released come into direct contact with the ground at this site?

Yes ☐

No ☐

If the answer to question (a) or (b) is Yes, have any of the following actions or events been associated with a release on the property?

- ☐ Use of a cleanup contractor to remove or treat materials including soils, pavement, or other surficial materials?
- ☐ Assignment of in-house maintenance staff to remove or treat materials including soils, pavement, or other surficial materials?
- ☐ Sampling and analysis of soils?
- ☐ Temporary or more long term monitoring of groundwater at or near the site?

- ☐ Impaired usage of an onsite or nearby water well because of offensive characteristics of the water?
- ☐ Coping with fumes from subsurface storm drains or inside basements?
- ☐ Signs of substances leaching out of the ground along the base of slopes of or at other low points on or immediately adjacent to the site?

(c) Is there an environmental defect (as defined in IC 13-11-2-70) on the property that is not reported under question (A) or (B)?

Yes ☐
No ☐

If the answer is Yes, describe the environmental defect:

10. Is the facility currently operating under a variance granted by the commissioner of the Indiana department of environmental management?

Yes ☐
No ☐

11. Has the transferor ever conducted an activity on the site without obtaining a permit from the U.S. Environmental Protection Agency, the commissioner of the department of environmental management, or another administrative agency or authority with responsibility for the protection of the environment, when such a permit was required by law?

Yes ☐
No ☐

If the answer is Yes, describe the activity:

12. Is there any explanation needed for clarification of any of the above answers or responses?

B. Site Information Under Other Ownership Or Operation

1. Provide the following information about the previous owner or about any entity or person to whom the transferor leased the property or with whom the transferor contracted for the management of the property:

Name: _____
Type of business: _____
or property usage: _____

2. If the transferor has knowledge, indicate whether the following existed under prior ownerships, leaseholds granted by the transferor, other contracts for management or use of the property:

| | Yes | No |
|--------------------------------|--------------------------|--------------------------|
| Landfill | <input type="checkbox"/> | <input type="checkbox"/> |
| Surface Impoundment | <input type="checkbox"/> | <input type="checkbox"/> |
| Land Application | <input type="checkbox"/> | <input type="checkbox"/> |
| Waste Pile | <input type="checkbox"/> | <input type="checkbox"/> |
| Incinerator | <input type="checkbox"/> | <input type="checkbox"/> |
| Storage Tank (Above Ground) | <input type="checkbox"/> | <input type="checkbox"/> |
| Storage Tank (Underground) | <input type="checkbox"/> | <input type="checkbox"/> |
| Container Storage Area | <input type="checkbox"/> | <input type="checkbox"/> |
| Injection Wells | <input type="checkbox"/> | <input type="checkbox"/> |
| Wastewater Treatment Units | <input type="checkbox"/> | <input type="checkbox"/> |
| Septic Tanks | <input type="checkbox"/> | <input type="checkbox"/> |
| Transfer Stations | <input type="checkbox"/> | <input type="checkbox"/> |
| Waste Recycling Operations | <input type="checkbox"/> | <input type="checkbox"/> |
| Waste Recycling Detoxification | <input type="checkbox"/> | <input type="checkbox"/> |
| Other Land Disposal Area | <input type="checkbox"/> | <input type="checkbox"/> |

IV. CERTIFICATION

- A. Based on my inquiry of those persons directly responsible for gathering the information, I certify that the information submitted is, to the best of my knowledge and belief, true and accurate.

TRANSFEROR (or on behalf of Transferor)

B. This form was delivered to me with all elements completed on

_____ 20 ____ .

TRANSFeree (or on behalf of Transferee)

State of _____)
County of _____) SS:

Before me, a Notary Public in and for said County and State personally appeared _____, who acknowledged the truth of the statements in the foregoing affidavit on this _____ day of _____, 20 ____ .

Notary Public (Signature)

Notary Public (Printed Name)

My Commission expires _____

My County of Residence is _____

Exhibit 14

(Insert Local Public Agency Letterhead)

(Date)

UNIFORM PROPERTY OR EASEMENT ACQUISITION OFFER

PROJECT: _____
PARCEL: _____ CODE: _____
ROAD: _____
COUNTY: _____

| | |
|-----------|-------|
| TO: _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

The LPA, acting by and through the LPA is authorized by Indiana law to obtain your property or an easement across your property, for certain public purposes. The LPA needs (your property), (an easement across your property) for a public highway improvement known as _____ and needs to take the (property), (easement) as described on the attached legal description.

It is our opinion that the fair market value of the (property), (easement) we want to acquire from you is \$_____, and, therefore, the LPA offers you \$_____ for the above described (property), (easement). You may have thirty (30) days from this date to accept or reject this offer. If you accept this offer, you may expect payment in full within ninety (90) days after signing the documents accepting this offer and executing the deed, grant or easement, and provided there are no difficulties in clearing liens or other problems with title to the land. Possession will be required thirty (30) days after you have received your payment in full.

Project: _____ Parcel: _____

HERE IS A BRIEF SUMMARY OF YOUR OPTIONS AND LEGALLY PROTECTED RIGHTS:

1. By law, the LPA is required to make a good faith effort to purchase (your property) (an easement across your property).
2. You do not have to accept this offer and the LPA is not required to agree to your demands.
3. However, if you do not accept this offer, and we cannot come to an agreement on the acquisition of (your property) (an easement), the LPA has the right to file suit to condemn, and acquire the (property) (easement) in the county in which the property is located.
4. You have the right to seek advice of an attorney, real estate appraiser or any other person of your choice on this matter.
5. You may object to the public purpose and necessity of this project.
6. If the LPA files a suit to condemn and acquire (your property), (easement), and the court grants its request to condemn, the court will then appoint three appraisers who will make an independent appraisal of the (property) (easement) to be acquired.
7. If we both agree with the court appraisers' report, then the matter is settled. However, if either of us disagrees with the appraisers' report to the court, either of us has the right to ask for a trial to decide what should be paid to you for the (property) (easement) condemned.
7. If the court appraisers' report is not accepted by either of us, then the LPA has the legal option of depositing the amount of the court appraisers' evaluation with the court. And if such a deposit is made with the court, the LPA is legally entitled to immediate possession of the (property) (easement). You may, subject to the approval of the court, make withdrawals from the amount deposited with court. Your withdrawal will in no way affect the proceedings of your case in court, except that, if the final judgment awarded you is less than the withdrawal you have made from the amount deposited, you will be required to pay back to the court the amount of the withdrawal in excess of the amount of the final judgment.

Project: _____ Parcel: _____

9. The trial will decide the full amount of damages you are to receive. Both of us will be entitled to present legal evidence supporting our opinions of the fair market value of the property or easement. The court's decision may be more or less than this offer. You may employ, at your cost, appraisers and attorneys to represent you at this time or at any time during the course of the proceeding described in the notice.
10. The \$_____ offer made herein is a total offer for the entire acquisition and is intended to justly compensate you and all parties of interest for the property rights being acquired.
11. Any improvements or items within the LPA's proposed right-of-way which you are responsible for moving must be removed within 30 days of the date you are paid. At the end of the 30-day period, any items remaining on LPA right-of-way become encroachments. Pursuant to Indiana law, the LPA has the right to remove any encroachment from its right-of-way after giving the owner proper notice. Further, any costs incurred by the LPA while removing such items can be assessed to the owner. If you have any questions concerning the removal of items, contact the LPA at the address below, telephone _____.
12. If you have any questions concerning this matter, you may contact us at:

(LPA's Address)

This offer was made to owner(s):

| | | | | | |
|-------|----|-------|----|-------|--------|
| _____ | of | _____ | on | _____ | (Date) |
| _____ | of | _____ | on | _____ | (Date) |
| _____ | of | _____ | on | _____ | (Date) |
| _____ | of | _____ | on | _____ | (Date) |

BY: _____
(Signature)

(Printed Name and Title)

Agent of:

ACCEPTANCE OF OFFER

I (We), _____

NOTARY'S CERTIFICATE

STATE OF _____)
)
COUNTY OF _____) SS:

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____

My county of residence is: _____

(Signature)

(Printed)

Notary Public

EXHIBIT 15

(Insert Local Public Agency Name)

DAILY NOTICE

(This section to be filled out by the LPA/Consultant)

Agent Assigned: _____

Date Assigned: _____

Date Due: _____

(Must be within 10 days)

Des: _____

Project: _____

Parcel: _____

Road: _____

LPA: _____

☐ Total Take ☐ Partial Take

☐ Temporary Take

Amount of Offer \$ _____

TO: **(Name of Relocation Agent)**

1. The Date of Initiation of Negotiations for this parcel was: _____

2. Name of Owner: _____

Address: _____ Phone: _____

3. Buildings or Structures Occupied by:

☐ Owner ☐ Contract Buyer ☐ Tenant Name: _____

Address: _____ Phone: _____

Use reverse side if more space is needed to show all Owners, Contract Buyers, and Tenants

4. Address (or Location) of Property in the Right of Way: _____

5. Describe Buildings / Structures and other Real Property included in the Offer: _____

6. Parcel Contains Landlocked Property with Building Structures ☐ Yes ☐ No

7. Signs in Right of Way but not included in the Offer: (Describe, and Include Station Numbers)

8. Remarks in General: _____

☐ Original Relocation Agent via LPA/Consultant

DATE: _____

☐ Copy to LPA/Consultant

☐ Copy to Parcel

Land Agent

Exhibit 16

Des. No.: _____
Project No.: _____
Parcel No.: _____
LPA: _____

Partial Release of Mortgage

This is to certify that a certain mortgage executed by _____ (Mortgagor) to _____ (Mortgagee), dated _____, in the sum of \$ _____ recorded in mortgage record _____, page _____ of the records of _____ County, Indiana, is hereby released upon the following described real estate in _____, County, Indiana:

See Attached Exhibit

Said Mortgage remains in full force and effect as to the remainder of real estate therein described.

In witness whereof the said _____ (Mortgagee) has caused this partial release of mortgage to be signed by its _____ and its seal attached thereto this _____ day of _____, 20_____.

Mortgagee

BY:

Signature

Printed Name & Title

State of _____)
 _____) SS:
 County of _____)

Before me, the undersigned, a Notary Public in and for said County and State, Personally appeared _____, known to me to be the _____ of the _____, (Mortgagee) and acknowledged the execution of the above partial release of mortgage as and for the act and deed of the said _____ (Mortgagee). Witness my hand and notarial seal this day of _____, 20 _____.

Notary Public (Signature)

Notary Public (Printed)

My Commission expires _____

My County of Residence is _____

This Instrument Prepared By _____

Exhibit 17
Waiver of Partial Mortgage Release

Des. No.: _____
Project No.: _____
Parcel: _____
Owner: _____
Road: _____
County: _____

The consideration for this parcel is \$ _____, of which \$ _____
is for land and improvements and \$ _____ is for damages consisting of
_____.

The appraiser estimates the value of the remaining property at \$ _____. Therefore,
this City/County/Town waives the requirement that a partial release be secured of the mortgage
recorded in Book _____, page _____, of the _____ County Recorder's office and
dated _____, to _____, in the amount of \$ _____.

Remarks: _____

Recommend Approval:

Signature of Buyer

Buyer (Printed)

APPROVED:

Signature Local Official Title

Date

Exhibit 18

(Certification Letter-No Additional Right of Way Needed)

(Insert Local Public Agency Letterhead)

(Date)

(APPLICABLE
INDOT DISTRICT
ADDRESS)

Subject: Right of Way Certification

Des. No.: _____

Project No.: _____

Location: (Project Description) _____

The above project has been programmed for federal participation in construction costs.

This is to certify that the right of way status of this project is as follows:

No additional right of way was required for this construction project. It will be constructed within the limits of existing right of way. No buildings or relocation are involved. Public Law 91-646, Uniform Relocation Assistance and Real Property Acquisition Policies Act, January 2, 1971, 84 Stat. 1894, 91st U.S. Congress and 49 CFR Part 24 dated March 2, 1989 are not applicable to this project. This project, therefore, is clear for construction letting.

Signature

Title

Exhibit 19

(Certification Letter-R/W Involved)
(Insert Local Public Agency Letterhead)

(Applicable)

(Date)

INDOT DISTRICT

Subject: Right of Way Certification

Des. No.: _____

Project No.: _____

Location: (Project Description) _____

The above project has been programmed for federal participation in:

☐ Construction Costs ☐ Acquisition Costs ☐ Relocation Costs

Relocation of individuals, families, business, farm operations, etc.

☐ was involved. ☐ was not involved.

Some or all of the parcels

☐ have been acquired by donation and waiver of appraisal rights.

☐ have not been acquired by donation and waiver of appraisal rights.

Structures

☐ are located in the right of way. (See Attached List) ☐ are not located in the right of way.

In accordance with 23 CFR 635.309, we have complied with the requirements of Public Law 91-646, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and 49 CFR, Part 24 dated March 2, 1989.

We certify that the right of way for this project has been acquired and all structures vacated. All improvements have been removed from the right of way, except for structures that will be demolished during construction. All oral or written agreements of right of way consideration have been put on the plans or included in the special provisions of the construction contract. The financial responsibility for any such agreements not on the plans or included in the special provisions shall be borne completely by the Local Public Agency.

Signature

Title

Exhibit 20

**(Property Management/30-Day Notice)
(Insert Local Public Agency Letterhead)**

(Date)

(Parcel Owner's Name)
(Street Address)
(City/Town), (State) (Zip Code)

Des. No.: _____
Project No.: _____
Parcel No.: _____

City/County/Town has acquired the property, generally located at:

Address/Location: _____ .

In order to comply with State & Federal regulations, it is our responsibility to notify you that the item(s) which you agreed to move, must be removed from the right of way within thirty (30) days.

Items in the Right of Way: _____ .

In some instances, you may have been compensated for the loss of items that will be addressed by the construction contractor (Ex. **Relocating** electric lines or sewer lines; **Removal** of septic systems or fingers; etc.) In these situations, this notification will alert you to take any necessary action to avoid interrupted utility of these items. (Ex. **Install** new septic fingers, new electric lines; etc.)

Please consider this letter as your notification to vacate the acquired right of way and remove all personal property no later than: _____ .

Be aware that any items left in the right of way after the specified date, will remain at your risk. Contractors will be authorized to remove these items and you may be charged for the expense, if you were paid to remove them. In order to ensure that the construction phase of this project goes smoothly for you, as well as the contractor, please feel free to contact _____ at (area code)(phone number) if questions arise or if verification is needed.

Sincerely,

City/County/Town Official

Exhibit 21

**Property Management/Condemnation 30-Day Letter
(Insert Local Public Agency Letterhead)**

(Date)

(Parcel Owner's Name)
(Street Address)
(City/Town), (State) (Zip Code)

Des. No.: _____
Project No.: _____
Parcel No.: _____

City/County/Town, has filed suit in eminent domain to acquire a portion of your real estate under the above referenced project to improve _____. The _____ County Court has appropriated your real estate and appointed three appraisers to determine the value of that real estate together with any resulting damages due under the appropriation. The appraisers have returned their report and have assessed total damages due under the appropriation at \$ _____. On _____ the City/County/Town deposited this amount with the _____ County Clerk and now, pursuant to I.C. 32-24-3-6, has a right to take possession of that real estate appropriated by the court.

Please remove any of your personal property remaining in the right of way, which includes:
_____ upon the real estate by _____.
When these items are removed from the acquired right of way, please call my office to avoid further notices.

Respectfully,

City/County/Town Official

Cc: (Owner's Attorney, Certification #)

Exhibit 22

**(Property Mangement-30 Day Final Notice)
(Insert Local Public Agency Letterhead)**

(Date)

(Parcel Owner's Name & Address)

RE: Des. No.: _____
Parcel No.: _____
Road: _____
Cause No.: _____ (Use Cause No. Only if Condemnation)

Dear _____ :

On _____ , the City/County/Town of _____ purchased land from you located at _____ . On _____ , you were paid for this land; a portion of that amount was paid for _____ .

At the time of payment you were issued a thirty day notice giving you until _____ to remove the item(s) from the right of way. As of this date, the item(s) have not been removed. Pursuant to IC 8-23-5-1, the item(s) are now encroaching on the right of way.

Pursuant to IC 8-23-5-1, IC 4-21.5-3-5, and IC 4-21.5-3-6, you are hereby given notice of the Order by the City/County/Town that by _____ , the aforementioned item(s) must be removed from the right of way.

In the event the Order contained in this letter is not appealed and the encroachment(s) is/are not removed or terminated by _____ , the City/County/Town may proceed to remove the aforementioned item(s) in accordance with IC 8-23-5-1. Also, in accordance with IC 8-23-5-1, you may be held liable for the expenses incurred to remove the encroachment(s). This serves as your final notice to move the item(s) from the right of way.

If the item(s) have been removed from our right of way, please notify _____ at _____ .

Sincerely,

Local Public Agency Official

Cc: File (Certified Mail # _____)

Exhibit 23

(Local Public Agency)

BUYER'S REPORT

PROJECT _____ PARCEL _____ COUNTY _____ CODE _____

Name & Address of Owner _____

_____ Phone _____

Name & Address of Person Contacted: _____

_____ Phone _____

(List other interested parties on reverse side including nature of their interest)

Date Assigned _____ Date of Contact _____ Time of Contact _____
Offer \$ _____ Type of contact: () Personal visit () Phone () Mail

Write: Yes, No, or N/A (for not applicable), as appropriate in each numbered blank space:

- | | |
|--------------------------------------|---|
| 1. _____ Checked Abstract w/ owner? | 13. _____ Sent Daily Notice to Relocation? |
| 2. _____ Any affidavits taken? | 14. _____ Secured W-9 form? |
| 3. _____ Any mortgage(s)? | |
| 4. _____ Any liens, judgments, etc.? | Left following papers w/ owners: |
| 5. _____ Showed plans? Exp. take? | 15. _____ Written offer? |
| 6. _____ Explained about retentions? | 16. _____ Land Acquisition Brochure? |
| 7. _____ Any major item retained? | 17. _____ Retention Letter? |
| 8. _____ Any minor item retained? | 18. _____ Statement of Just Compensation? |
| 9. _____ Walked over property? | 19. _____ Tax memo (interim period)? |
| 10. _____ Owner to pay taxes? | 20. _____ Receipt of Conveyance Instrument? |
| 11. _____ Secured Right-of-Entry | 21. _____ Copy of Conveyance Instrument? |
| 12. _____ Secured Driveway R/E | 22. _____ Owner's Appraisal Letter? |
| | 23. _____ Brochure, "Relocation & You"? |

REMARKS _____

Status of Parcel: () Secured, () Condemned, () Other

Distribution: () Parcel () Owner () Weekly Summary () Attorney
() Specify Other _____

Page 1 of _____

Signature

Date

BUYER'S REPORT

PROJECT: _____
PARCEL: _____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Date _____